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19 45 **File No.** 7738/36

P. W. **DEPARTMENT**

B CLASS E/O **BRANCH**

Subject:— Electric license

Kenebennur

Dispute between the Company and the Municipality regarding street lighting

~~D~~ 1 4?

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File No. 7738/36 E/O

Std. Scott Silp 24-B

Std. Scott. 78A e.

(G. D. G. D. No. 2408, dated 22-6-22.)

Correspondence

DOCKET SHEET (B)

Subject :—

File No. 7735/36

P.W.D DEPT.

E.L.(1) BRANCH.

References :—

Date.	To whom sent.	Notes and instructions.

MANVI BROTHERS, RANEBENNUR

RANEBENNUR MUNICIPALITY STREET LIGHTING

AGREEMENT.

Articles of Agreement for the supply of electric energy between the "Ranebennur Municipality" and "Manvi Brothers" of Gadag, electric light and power suppliers Ranebennur.

Articles of Agreement made this 29th day of May one Thousand Nine Hundred and Forty between the Municipality of Ranebennur (here-in-after called "The Municipality which expression shall where the context so requires or admits include its successors) on the one part and Mr., Shidramappa Andaneppa Manvi carrying on business as Electric Lights and power suppliers at Ranebennur, under the name and style of Manvi Bros., (there-in-after called "The Licensees" which expression shall where the context so requires or admits include their successors or assigns) having their office at Ranebennur on the other part.

Whereas under the license known as "The Ranebennur Electric License 1937" here-in-after called the "License" by the Government of Bombay under the Indian Electricity Act IX of 1910 for the supply of electric energy in the area, with the powers and upon the terms and conditions specified in the License published under Government Notification No. 9321/27-1 dated the 26th January 1937 or as may be modified hereafter by the Government of Bombay and whereas the area covered by the License includes the area within the jurisdiction of the Municipality.

And whereas the Municipality as the Local Authority in Ranebennur Municipal area requisitioned the Licensees for the supply of electric energy for lighting purposes in connection with certain roads lanes and, by-lanes and Municipal public places within the said Municipal area and for that purpose these presents are intended to be executed as special contract between the Licensees and the Municipality by resolutions passed at the special General Meetings held on 15-3-1940 and 20-5-1940 the President Mr.

Which would have been required if the light had been fixed on the pole.

(3) The Municipality authorises the licensees to excavate break up or use and occupy any land vested in the Municipality for the purposes of erection of poles and over-head mains on roads, lanes and by-lanes or under-ground cables where necessary.

(a) Provided however that any Municipal property so used shall be restored to its original conditions or repairs except for the poles and cables and such other appurtances required for lighting system as are required to be kept as they are for the purposes of electric lighting.

(b) The licensees shall plant their poles at the edge of the roads, lanes or by-lanes and in consonance with their convenience of their running the electric wires as required within the restrictions imposed by the Indian Electricity Act of 1910 as amended in 1922.

(c) In case of road widening by the Municipality the licensees shall within a period of three months after the written notice has been given by the Municipality shift the poles coming within the road-way to the edge of the road-way so as not to interfere with the traffic, in consonance with their convenience of running the electric cables as required within the restrictions of the Indian Electricity Act of 1910 as amended in 1922.

) (a) This agreement shall be in force for a period fo seven years from the first day on which energy is supplied for street-lighting.

(b) At the expiry of the period of seven years, the Municipality shall be at liberty to :-

(i) renew this agreement for a further period of seven years upon like terms or conditions or upon terms and conditions mutually agreed to by the Municipality and the Licensees, by giving the Licensees twelve months previous written notice.

(i i) The agreement shall be terminable by the licensees by giving twelve calendar months previous written notice to the Municipality, provided however, if none of these written notice (i) and (i i) above are given the agreement automatically continues for a further period seven years on the same terms and conditions as in this agreement including this condition.

(5) The Municipality shall advise the licensees at least 8 days before the commencement of every month as to the time when the lights are to be put on and off, the licensees being responsible for the observance of the schedule so given, provided however the minimum lighting hours in a year shall not be less than 1800.

(6) The licensees shall during the aforesaid period at their expense and in a manner hereinafter appearing maintain in good order the installation of the Municipality for street lighting and shall

(a) use water-tight brackets and reflectors of Municipality selection and approved by Government, the light being so reflected and projected on the road surface as to give the maximum quantity of light on the road. The bulbs shall be of the make specified by the municipality and available in the market.

(b) maintain all overhead lines and under-ground cables in proper order;

(c) paint poles, brackets, reflectors etc., as and when required;

(d) clean all reflectors and bulbs as and when required;

(e) light and extinguish the street lamps according to Municipal requirements as stated in clause (5) above.

(f) replace the bulbs when burnt out, broken or stolen or when asked to do so in writing by the Chief officer when the bulbs fail to give clear and steady light of the specified capacity as shown on the bulbs using the electric current or energy for lamps of general service as per British Standard specification;

(g) replace any brackets, poles, reflectors, wires cable and all other fittings whenever such replacements are necessary by reasons of wear and tear;

(h) on corners or on cross roads or on junctions of roads the licensees shall place if so required by the Municipality the light in the centre of cross road or at such other convenient situation directed by the secretary in writing so as to serve the Municipal purpose better;

(i) shall place all high power lights of 100 watts or above in the centre of the road at places indicated by the Secretary in a written notice given for the purpose;

(j) maintain the programme of street lighting as per clause above.

(7) In case the Municipality requires ornamental lighting, the licensees shall be bound to do so at the cost of the Municipality but the licensees will have to give rebate to the Municipality of the cost the licesees would have been required to incur for putting up the light according to the terms of the agreement. Such works will be undertaken after the cost are agreed between the parties. In case of disagreement between the

parties about the costs, the Municipality reserves to itself the power of getting the masonry work done by other agency and the electrical work shall be done by the Company at the cost of the Municipality giving rebate of the cost of the ordinary fittings as above mentioned. The mantenance of the ornamental works will be a charge on the Municipality and maintenance of the electric work a charge on the Licensees.

(8) The Municipality shall pay to the Licensees a rate of 0 4-6 per unit used for the purpose of street lighting and for Municipal buildings such as Municipal office, Dispensary, Dharmashala, Municipal Reading Room etc., except Toll nakas, and fans and radios as well. The wiring of these Municipal buildings will however be done at the cost of the Municipality.

(9) The current used during the month for the street lighting shall be measured by means of meters which shall be kept in a locked room in the premises of the Municipal office duly scaled by the Municipal seal, and the incidental expenses in respect fixing the metres in the Municipal Office so for as they relate to the fixing of themetres in the Municipal Office and the connection of the wires to it from the nearest pole No. A.B.C /S and the cost of meters should be borne by the Municipality; in case the fixing of the meters from the nearest pole is considered to be technically irregular, the work of fixing the same from the power House shall be carried out by the Licensees entirely at their own expenses. And the current used for Municipal buildings shall be measured by means of meters kept in the respective buildings. The meter readings in respect of street lights shall be taken by a representative of the licensees in the presence of the representative of the Municipality and recorded in his presence.

(10) The meters shall be tested *every year* by the licensees at their own cost. Should the Municipality dispute the accuracy of the meters, it may, giving to the licensees not less than 48 hours notice in writing and paying the fee required by the Government. testing laboratory have the meter or meters officially tested by the Electric Inspector to Government.

In event of any meter or meters being tested as aforesaid and found to be registering a mean error of more than 3 per cent. plus or minus from accuracy, the testing fee shall be returned to the Municipality and the Licensees shall deduct from or add to the account in dispute an amount equivalent to the error in accordance with the test for a period of three calendar months or such less period as this agreement may have been in force immediately preceding the date on which the testing fee is deposited. The Licensees shall be at liberty to remove the meters and have the same tested at their cost after 48 hours notice to the Municipality In event of any meter ceasing to register, a charge will be made on the following basis. First the period between the date of the last recording meter reading of the defective meter and the date on which the defective meter was remedied (hereinafter called the defective period) shall be ascertained. Next, the actual consumption when electric energy is being taken under normal condition shall be recorded for a period equivalent to the defective period. Third, the actual consumption so ascertained shall be deemed the consumption during the defective period.

(11) (a) Subject to (b) below, if one or more street lamps have not been lighted, the Licensees shall light them not later than forty eight hours from the hour of receiving written intimation from the Municipality to that effect, failing which deductions by way of penalty shall be made from the Licensee's bill at four annas lamp per night or part thereof after the expiry of the said forty eight hours.

(b) The Municipality is not entitled to claim any penalty for stoppage or interruption of supply of energy caused by occurences such as cyclones, floods, storms, earthquakes, riots, civil disturbances, line cuts, break-down of machinery, deliberate and malicious destruction of the Licensee's property, war, Act of God, King's enemies or other circumstances beyond the control of the Licensees.

(12) For comparison of proper recording by meters the units shall be calculated by the following calculation viz number of lamps x wattage of each lamp x number of lighting hours divided by one thousand must give the total units of energy consumed. The reading derived from meters shall be checked be the above method giving an extra allowance of 5 per cent. for losses etc. On comparison of these two figures as read by meters and as actually calculated as above with extra allowance, the lower figure shall be taken for calculation of the bill.

(13) All bills on meter reading checked and calculated and corrected if necessary as above in connection with the supply of the electric energy to the Municipality will be submitted monthly, and the amount of such bills will be paid within 15 days of their submission. If the Municipality fails to pay the bills within 30 days of the submission of the same, the Licensees shall serve a notice in writing upon the Municipality demanding payment within 7 days, and the Licensees shall be entitled to charge interest @ 4/8/- per cent. per annum which interest becomes due after a period of one month from the date on which it is received in the office, and the licensees shall in addition without prejudice to any other rights or remidies which they may have, be at liberty to shut off the supply and the Municipality shall be liable to pay to the Licensees all damages sustained by them and all expenses in connection there with and with the renewal of supply.

(14) The Licensees shall carry out all work with due dare and caution and shall not cause any damage to any Municipal property. If they do any such damage to the Municipal property they shall make good the loss to the Municipality.

(15) In event of any suit being filed against the Municipality by any person by reason of death or injury or damage to any person or property caused by (a) electric leakage due to faulty maintenance of the street lighting installation occasioned by negligence, non-feasance or misfeasance of the Licensees or

(b) by a defective work done by or on behalf of the Licensees for the Municipality or (c) by the Licensees' failure to do any act or work which they shall be bound to do in respect of work carried out by it under this agreement, the Municipality shall be entitled to be indemnified by the Licensees and for that purpose to initiate third party proceedings against the Licensees.

(16) The rights and obligations of the parties under the Indian Electricity Act (Act I of 1910) and the several amendments thereto are not affected save and except in the manner provided for in these presents.

(17) In case of a dispute between the Licensees and the Municipality the same shall be referred to the arbitration under the Indian arbitration Act; but one arbitrator shall be appointed by each side and in case these arbitrators disagree, the matter or matters of difference shall be referred to the Civil Court as a special case under the provisions of the Civil Procedure Code. Each party shall bear the expenses of its arbitrators, and the expenses referring the matter to arbitration shall be borne by each party equally.

Signatures:-

Sd/- S. A. MANVI
Licensees

Sd/- S K. BANAGAR.
President,
Ranebennur Municipality.

Sd/- B. G. JOSHI
Vice-President,
Ranebennur Municipality.

Sd/- C. B. MAKANUR
Municipal Councillor.

Witnesses:- 1. Sd/- B. K. KURVATTI 2. Sd/ M. S. GARAG.

Very Urgent. "True-copy"

No.Mun/R 506
Dharwar, 22nd June 1944.

From

V.M.Joshi,Esquire., I.C.S.,

District Magistrate,Dharwar.

To,

Manvi Brothers,Gadag

Sir,

I have been informed by the President Ranebennur Municipality that you have discontinued the supply of electricity to Ranebennur Municipality from 15th June, on account of a dispute regarding the electricity charges.

It appears that you have prepared the bills on the basis of the minimum hours of supply namely 1800 per year provided in clause 2(a) 1&3 of the agreement between the Municipality and you.(vide your letter of 22-7-43)

The Municipality on the other hand contend that the bills should be prepared on the basis of the energy actually consumed as the Municipality were unable to use the electricity for the Minimum No. of hours due to the restrictions on lighting hours imposed by the District Magistrate under the Defence of India Rules. The basis on which you have prepared the bills is wrong. I had advised you to that effect under my No.M.UN.-R.506 dated 25-8-43.

I am also enclosing here-with for ready reference copy of No.6041/ B 4 El dated 29-9-43 from the Deputy Secretary to the Government of Bombay,P.W.D. to all licensees. In para (3) of that letter you have been advised as to how to prepare the bills in such cases.

xSch. B
File 6041/36 III
p. 85

Inspite of this advice you want to charge the Municipality on the basis of the 1800 hours per year.

Under the circumstances please let me know whther you are prepared to modify the bills accordingly and in the meanwhile reco tinue the electric supply to the Municipality.

If no suitable reply is received by me from you before the 30th of June,further steps against you under the criminal law or or otherwise, will be considered.

Your most obedient Servant,

S/D

Collector of Dharwar.

Proceedings of the meeting held in the collector's office for the settlement of the Dispute between the Ranebennur Municipality and Manvi Bros regarding the payment of electricity charges.

No. Mun/-R 506
Dharwar 6th July 1944.

Present:-
(1) The Collector of Dharwar.
(2) Mr.S.K.Banagar,President Ranibinnur Municipality.
(3) Mr.S.G.Harihar,Sanitory Inspector Ranebennur Municipality
(4) Mr.S.A.Manvi,Proprietor Manvi Bros.
(5) Mr.Bulla Manager Manvi Bros.

The parties arrived at the following provisional agreement :-

(1) The bills from September 1942 to 15th June 1944 should be prepared on the basis of the Government letter,P.W.B. No.6040/B & El dated 29-9-43. The Municipality will pay for items (a) and (b) in para 3 of the Government letter referred to above and for item (c) the Municipality will pay provisionally Rs.25/- per month pending final decision. As soon as the payment is made, the company will start the lights.

(2) The following questions viz :-

(1) Amount to be charged for item (c) i.e. actual amount for replacement of bulbs,

(2) The basis on which the bills from September 1942 to 11th March 1943 should be prepared,
would be settled by arbitrators.

This agreement does not commit the parties in any way.

s/c
Collector of Dharwar.

To
The President Ranebennur Municipality w.c.s.

2 Manvi Bros with compliments.

"True copy" 23

Subject:-Ranebennur Municipal Street lighting Bills.

No.97 of 1945-46.
Municipal Office, Ranebennur.
dated:-29th May 1945.

From

S.K. BANAGAR, Esq.,
President, Ranebennur Municipality.

To

Messrs. Manvi Bros.,
Electric Light & Power Suppliers,

R A N E B E N N U R .

Sir:

With reference to the seven street-lighting bills dated x 1st March 1945 for the months of August, September, October, November, December 1944 and January and February 1945 forwarded by you, I have the honour to inform you that the General Committee held on 31-3-1945 has resolved that a sum of Rs.2100/- out of your claim of Rs.2346/- for the seven months under reference should be paid as advance under protest pending final settlement of doutful point by the Collector of Dharwar who is being referred to.

Meanwhile, I may invite your attention to the fact that the basis of your calculation of the charges for has been temporarily fixed by the Collector of Dharwar under his No.MUN/R.506 of 6-7-1944 pending final settlement of the dispute between you and the Municipality regarding your claim of Surcharge at 33 1/3% over the monthly bills in accordance with Government Order No.6041/36 dated 11th March 1943. On the basis of a special contract for a period of 7 years, the Municipality disputed your claim for surcharge even inspite of the said Government Order. I may inform you in this connection that the Nadiad Municipality filed a suit against the Electricity Licensees of Nadiad in the matter of this levy of surcharge and that the District Court of Nadiad has held the Government orders regarding surcharge as Ultra vires. This was also our view. Hence there was a bonafide dispute and I requested you under this office No.103 of 26/27th January 1943 for settlement of the matter by arbitration, as per clause 17 of the Agreement between you and the Municipality. You intimated that you had appointed Mr.T.V. Koti B.A.L.L.B. pleader of Gadag as Arbitrator on your behalf. The board had appointed Mr.S.K.Hosmani B.A.L.L.B. as arbitrator on behalf of the Municipality. I requested you more than once to take an early move for settlement of the dispute. Subsequently you didinot wait for the arbitration and abruptly stopped energy for street-lighting from 15th June 1944. The matter was immediately brought to the notice of the

×Sch. B
F.C. 604/36 III
P 75

Collector of Dharwar who arranged xa meeting in his presence on 6th July 1944 in his office, and brought about a provisional agreement for calculation of the monthly bills pending settlement of the existing dispute by the arbitration. He communicated this provisional agreement to you under his No.MUN.R.606 of 6th Jly 1944. Accordingly to the said provisional agreement you accepted Rs.6208/- under protest for payment of the bills then due upto 15th June 1944. Subsequently you were paid on the basis of the Provisional order xfor the month of July 1944 also. You did not send the bill for August 1944 and onwards though I request you under this office No.472 of 15/17th Nov.1944. You finally sent the seven bills all dated 1st March 1945. Meanwhile, a circular letter from the Collector of Dharwar under his No.EL.C/.867 of 30th September 1944 forwarding copy of letter No. 6041/36 E.L. dated 6th September 1944.from the Deputy Secretary to the Government of Bombay P.W.D to all the licensees was received in this office. This letter mentioned,among other things that the orders issued in Government Notification No.6041/36 dated 11th March 1943 regarding Surcharge at 33 1/3% were cancelled. It further mentions in para 3 that your attention has already been invited to the provisions in clause 9 of the Bombay Electricity Supply (Licensed Undertakings War-Costs) order 1944. Under the said order, it is mentioned that the Provincial Government may on application from the Licencees, fix revised charges. You have only proceeded to calculate the bill on the Collector's provisional arrangement dated 6th July 1944. But these charges do not hold good by reason of the cancellation of the Government Order dated 11th March 1943 regarding levy of Surcharge by Government Order No.6041-36 EL. dated 6th September 1944, addressed to you by the Deputy Secretary to the Government of Bombay.

At the time of our personal discussion of the matters,you showed me the Govt.order No.6331/36 dated 29th Jan. 1945 passed under sub-clause (1) of clause 4 of the Bombay Electricity Supply(Licensed Undertaking's War Costs) order 1944 which fixes the War Cost Surcharge at 33 1/3%. But it appears that this order relates to cases which are not covered by Special contracts. You will further please note in this connection that clause No.9 of the said order provides for fixing revised charges for street-lighting by the Provincial Gov-

25

-ernment on an application from the licensees and your attention has already been drawn to the Provisions of the same in Para 3 of the letter No.6041-36/El.,dated 6th September 1944 of the Deputy Secretary to the Government of Bombay P.W.D. I therefore,request you to inform the Municipality whether an application as required by clause 9 was made by you to the Provincial Government and if so a copy of the order by the Government thereon may please be sent to this office. I also request you kindly to send copies of the following Govt. Orders and letters for the information of the Municipality.

x Slip B
File-6041/36 III
P 111

1. Government Order No.6331/36 dated 15th Aug. 1944.
2. Government letter No.6331/36-El. dated 15th Aug. 1944.

Early compliance is requested to enable the Municipality to take further action for the early settlement of the question.

Your obedient Servant,

Sd. D.K. Banagar
President Ranebennur Municipality.

from. Inamdar Bros. Gadag. "True-copy" 27

To,
The President,
Hanebennur Municipality,
Hanebennur.

Date. 29th June 1945.

Subject:- Dispute Re. Charges for Hanebennur Street-Lighting.

Sir,

We are in receipt of your letter No.97 of 29th May 1945 and have to reply you as under :-

At the outset we like to draw your attention to the provisions of Bombay Act No.XIII of 1945 published in the Bombay Government Gazette Part IV-A dated 12-5-1945 which validiates the surcharge imposed by Govt. in their Notification No.6041/36 dated 11-3-1943 and the contention raised in para 2 of your letter does not hold good. Our right to levy surcharge at 33.1/3% in accordance with the above order is therefore confirmed and your ~~agreement~~ argument that the said sur-charge is not applicable to the street-lighting contract between us has absolutely no force. Further the clause (17) of the agreement refers to dispute arising out of the terms of the agreement, to which only its scope is limited and thus the dispute regarding surcharge which is sanctioned by Govt., under the Defence of India Rules, cannot come within the scope of that clause. We are however ready to abide by the decision of arbitration as we realise that it is suicidal to estrange the relations with the Municipality which is a public body having aims at safegaurding the interest of the general public.

As regards the provisions of clause 9 of the Bombay Electricity Supply (Licensed Undertakings War Costs) Order to which you refer in para 3 of your letter, we are of opinion that under that clause the provincial Government has power to raise only the charges of maintenance street lighting equipment apart from the charges for energy consumed. You will observe from the terms of our agreement that the maintenance charges are to be borne by us exclusively, only charging a rate of As.4½ per unit based on the No. of lights & hours of lighting prescribed in clause (2) (a) of the Agreement. Thus the question of referring the matter to Govt. under clause 9 of the Bombay Electric Supply (Licensed Undertakings' War Costs) Order, 1944, does not arise. In the circumstance above referred to you are requested to re-consider the matter and let me know the action you propose to take at an early date.

x will be put up to Govt.

Copies of Govt., Order No.6331/36 dated 15-8-1944 & Govt., letter of the same No. & date are enclosed for your information.

Yours faithfully,

"True-copy"

Letter

Subject:- Ranebennur Municipality and the Electric Supply Co., - Dispute between the

From. The collector of Dharwar. No.Mun/R 506
Dharwar, 3rd July 1945.

To,
The Manager,
Messrs.Manvi Bros Electric Supply Company Ranebennur,
Gadag.

I have been informed by the President Ranebennur Municiaplity that :-

(1) You have preferred bills in respect of street lighting charges for 7 months i.e. from August 1944 to March 1945, prepared on the basis of the Collector's order No.Mun/R 506 of 6-7-44

(11) You have preferred the bill for March 1945 on the basis of the minimum charges, which was once objected to by the Municipality and decided against the company.

(111) You have claimed in addition 33.1/3% by way or surcharge.

The collector's orders of 6-7-44 were based on the Government orders contained in para 3 of their letter No.6041/B & El .P.W.D. dated 29-9-43 which were in turn based on the Government orders dated 11-3-43. These letter orders have since been cancelled by Government order No.6331/36 P.W.D. of 15-8-44. Consequently the Collector's orders of 6-7-44 which were based on these orders are rendered self nugatory. It would therefore be wrong to prefere claims either according to those orders or on the basis of the Minimum charges.

Now such matters are govened by the Bombay Electricity supply order 1944; Under this order, the licensee has to apply to the Provincial Government, (Withing 30 days of the passing of the order) through the electrical Engineer, stating whether a surcharge is or is not desirable, and what surcharge he considers desirable(vide clause 3 of the order) and thereupon Government will fix the rate of surcharge (vide clause 4). It is also open to a licensee to apply to the Provincial Government to fix revised charges and conditions in respect of the street lighting equipment (vide clause 9 of the order).

I would therefore enquire whther the rate of surcharge has been got fixed and the conditions in respect of the street lig-

Ex Exh. B File 6041/37 p. 85

⊗ -do- p. 111

-hting equipment revised by the Provincial Government. If so, the Government orders under which they were sanctioned should please be reported. In case, you have not obtained the orders of Government it would not be open to you to claim charges from the Municipality arbitrarily and you will have to withhold your bills till Government orders are secured by you.

It is also represented that you are claiming the minimum monthly charges for the municipal office building lights, treating the Municipality as a retail consumer, in contravention of clause 8 of the agreement between the company and the Municipality which provides, inter-alia, that the Municipality shall pay to the licensee a rate of 0-4-6 per unit used for the purpose of Municipal office. As this claim has been disputed by the Municipality I would advise you to have it settled by arbitration under clause 17 of the Agreement.

s/d

Collector of Dharwar

To

The Collector of Dharwar,
Dharwar.

Date. 26-7-1945.

Subject:-Ranebennur Municipality & the Electric Co., dispute between the.

Sir,

We have to acknowledge receipt of your letter No. MUN/R-500 dated the 3rd July 1945, in connection with the above subject and have to reply you as under

The subject matter of your letter was placed into the hands of our legal advisers, which are of opinion that the clause 9 of the Bombay Electricity Supply (Licensed Under-takings War-Costs) Order 1944 refers expressly to the fixation of revised charges & conditions in respect of the Licenses maintainance of street-lighting equipment & it is not with in the power of the Provincial Government to revise the charges for energy consumed for street-lighting, the latter being entirely the question of the terms of the Agreement already existing between the parties. The sub-clause (2) of clause (9) lays down that the charges for maintainance of street lighting equipment are to bedeemed to be charges for the supply of energy for the purposes of application of a War Costs Surcharge & for the purpose of the War Costs Surcharge order including clause 5. The interpretation of this sub-clause is with out any ambiguity & this sub-clause is clearly intended to make the Surcharge leviable on the charges for maintainance of street lighting equipment, which in absense of this provision, would not have been leviable with the surcharge, as clause 3(2) & 5 clearly states that surcharge is to be levied on the overall charges for the supply of energy.

In view of the above position and also the provisions of clause 5, we consider that we are entitled to the levy of the surcharge, as to recover charges other than at the surcharged rates amounts to a contravention of the Provisions of clause 5. In this connection we beg to state that the War Costs Surcharge has been sanctioned by Government after satisfying themselves as to the propriety of the Calculations we had submitted to them under clause 3 of the Bombay Electricity Supply (Licensed Under-takings War-Costs) Order, 1944. In the above circumstances we request you to reconsider the points of dispute raised in your letter & issue the

necessary instructions to the Municipality to pay the outstanding bills as early as possible. In case your Honour still insist on our applying to Government under clause 9 of the order referred to above, we would do so on hearing further from you.

As regards the supply to the Municipalxxx office Building etc., we have to state that although the rate of 0-4-6 per unit has been provided for in the agreement for the street lighting, the nature and the circumstances in both the cases are obviously different. The rate of street lighting is fixed with reference to the minimum number lights and hours of burning, whereas in case of supply to the Municipal Buildings, inthe absence of any express provision for the minimum, the provision of clause 11 A of the I.E.Act become applicable and thus the minimum charge is leviable. We are however ready to refer this question to arbitration under section 17 of the Agreement as desired by you

Thanking you.

Yours faithfully
Sd. Manager

Copy forwarded to the President Ranebennur Municipality, Ranebennur with reference his letter No.204 of 12-7-1945.

55

Subject:-Street-lighting Charges.

No.204 of 1945-46.
Municipal office, Ranebennur.
Dated. 12th July 1945.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To,

Messers Manvi Bros.,
Electric Licensees,Ranebennur., G A D A G

Sir,

With reference to your letter dated 29th June 1945 sent per registered post,I have to invite your attention to the Collector of Dharwar's letter No.Mun/R-605 of 3rd July 1945 addressed to you directly. You will please note that the Collector also has advised you to obtain the orders of the Provincial Government as required under clause 9(1) and (2) of the Bombay Electricity Supply(Licensed Under-Takings' War costs) order 1944 of 16th June 1944. It is under these orders that the levy of surcharge is regulated. The orders that you now quote in your present letter as empowering you to claim surcharge at 33.1/3% do not apply to charges for street-lights. You further say in para 2 of your letter that clause 9 of the Bombay Electricity Supply Order 1944 does not arise on the ground that it holds good only to the charges of maintenance & street-lighting equipment apart from the charges for energy consumed. I request you kindly to read clause 9(1) and (2) of the said order over again, and realise that under sub-clause (2), charges for the supply of energy are included. It is as clear as daylight that surcharges for street-lights have to be fixed by the Provincial Government on application by the Licensee under clause 9(1) and (2) of the order under reference. I have not objected to surchar-e as such. But I have only drawn your attention under this office N 97 of 29th.May 1945 to state if you have obtained orders for the sam as per clause (9(1) & (2). If not the same may please be obtained, a-d surcharge on the street-lighting bills claimed accordingly.

It may further please be noted that you have not been able to supply energy till dawn at present. Still you are claiming charge on the basis of minimum hours which is clearly mis-admissible as pointed out by the Collector in his letter referred to above. Under the circumstances, it seems necessary for you to apply to the Provincial Govt., to fix revised charges for street-lighting explaining there-in your present position fully. The whole matter with its present complications for minimum hours of supply etc., may therefore,

please be submitted to the Govt., and their orders obtained in the matter at an early date.

Even as regards the charges for the office building lights, you may please note that the collector has advised you not to treat the Municipality as a retail consumer and claim minimum monthly charges, as this would contravene clause 8 of the Agreement between you and the Municipality. It is more than a month since the office building has been ~~kout~~ off from supply of energy. Such attitude on your part is most objectionable, to say the least. There are better and honourable ways of getting any dispute settled to mutual advantage and convenience. This is a second instance of stopping energy so peremptorily on your part without waiting for recourse to more agreeable ways of mutual agreement. Please see if the supply of energy for building lights is resumed pending settlement of the bills by arbitration as advised by the collector, also.

In final I request you once again to realise that the Municipality is ever ready and willing to pay the bills both for street-lighting and the building lights provided you convince the Municipality that they are admissible under orders of the Government and can be legally claimed. So far as we see, the law is against you as also advised by the Collector. It now lies with you to take the necessary move in the right direction and claim only legally admissible charges.

Your Obedient Servant,

Sd. S.K. Bangar.
President,
by Ranebennur Municipality.

Letter. True-copy

Subject:- Ranebennur Municipality and the Electric Supply Company Dispute between the regarding payment of charges for street-lighting.

From the Collector of Dharwar.

No.Mun/R.506
Dharwar, 3/10/1945.

Manvi Bros,
Electric Light and Power Supplies, Gadag.

Ref:- Your letter dated 26/7/1945.

The points involved in the dispute between the Company and the Municipality are of technical and civil nature. You may therefore represent your case to Government and apply for arbitration as provided in Sec.52 of the Electricity Act. In the meanwhile I would advise you to continue to supply energy for street lighting and abstain from taking any hasty action, such as giving notice to the Municipality under Sec.24 of the Act and discontinuing supply of energy for street lighting, as you once did in the year 1944. It is doubtful whether your company has a reasonable excuse within the meaning of Sec.42(b) of the Act, for discontinuing the supply of energy for alleged non-payment of its dues by the Municipality.

I am advising the President of the Municipality also, to have the dispute settled by arbitration.

s/d.
Collector of Dharwar.

A p. 309 of Mares's Book

B p. 260 of Mares's Book

p. 279 of Mares's Book

N.B.:-Bills to be paid in Gadag only and it is understood that orders and payments asked or accepted by any of our Canvassers are understood to be, on behalf of our Gadag office. All disputes to be settled in Gadag Court only.

Proprietor S. A. MANDI.

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MOTORS.
DYNAMOS.
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DUBLE ROLLER GINS, SAWGINS & SUNDRIES, PIPES AND FITTINGS FOR ALL REQUIREMENTS.

FILES, BOLTS, NUTS, OF ALL SIZES. STEAM GAUGE, GLASSES, RUBBER RINGS, ASBESTOS SHEETS AND ROPES.

K 864 B
F-C 6041/36 III
F.P 85-86

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AGRICULTURAL IMPLEMENTS & C. I. RAILINGS & COIR MATTINGS.

MOTOR TYRES, TUBES & SPARES OF ALL MAKERS.

MANVI BROTHERS.

(Sole Pro.:-S. A. MANVI.)

ELECTRIC LIGHT AND POWER SUPPLIERS,

Gadag-Betigeri, Byadgi and Ranibennur.

Tele { gram MANVI BROS. phone No. 4.

GADAG, 6th December, 45. 193
(India)

To,
The Secretary to Government,
Public Works Department,
B O M B A Y .

Subject:- Dispute between the Co., and the Ranebnnur Municipality
Re:- Payment of charges for street lighting.

Sir,

F.P. 17-8

We enclose here-with copies of correspon ance between the President, Ranebennur Municipality & this Co as also with the Collector of Dharwar in connection with the dispute that has been going on as regards the payment of ch rges for street lighting, the right of the Co., to levy sur- charges etc. In this connection, it is pointed out that the right of the Co., to recover charges on the basis of the mi mum hours as laid down in para 3 (2) (a) of the agreement(cop enclosed) was questioned by the Municipality & the Collecto to whom the matter was referred asked us to prepare bills i accordance with Govt., Orders vide P.W.D.Letter No.6041/36 F dated 29-9-1943 and he brought into effect a provisional s lement without prejudice to our rights to accept the bills the agreed basis vide copy of proceedings under No. Mun/R/5 of 6-7-1944 enclosed. We accepted this arrangement as we d not wish to strain our relations with the Municipality & t recover our charges which had mounted in arrears. Our lega adviser, however expressed his opinion that the Government

-ter dated 29-9-1943 has no force in law and cannot be accepted as a mandatory order form Government. We therefore began to submit our bill later on on the basis of the minimum hours as contained in the agreeme The president however refused to pay our bills on that basis.

We are of opinion that the despute thus arisen is not de terminable under section 52 of the I.E.Act 1910 as it is not a dispute regarding fixation of charges according to clause XII of the schedul to the Act.

We hold that the restrictions were imposed by Governmen in view of the international situation & we were not therefore respon ible for such restrictions to the Municipality. Our right to levy cha ges on the basis of the minimum hours was, therefore, unaffected and t Municipality has no right to withold our payments. We also understand that these restrictions were imposed as a general measure on all the Municipalities & most of them have paid the bills without any dispute to the supply companies concerned. It is requested that Government ma be pleased to issue directions as to whether our contention is correc and in that case we might be able to recover our arrears of energy ch -ges from the Municipality as our financial position has been greatly hampered on account of such non-payment.

The other point of dispute is that the Municipality has raised objection to pay the surcharge at 33/1/3% to levied in accord- ance with the Government notification No.6041/36 dated 11-3-1943 which was later on validated by Bombay Act XIII of 1945 on the ground that this surcharge is not applicable to the street lighting agreement, whi are special contracts and hence beyond the scope of the surcharge. Th reasoning of the Municipality is not correct and we hold that our c ims for this surcharge is correct and justified.

As regards the war-costs surcharge, we request you to refer to para 2 of our letter of 29-6-1945 and request that Governmen may be pleased to inform as to whether our views expressed there-in ar

correct. We consider that the charges for the supply of energy for eet lighting which are fixed by agreement are not within the power Government to revise but they can under clasue 9 of the Bombay War- ts surchagge Order revise only the charges for maintainance of stre lighting in the agreement. The contention of the Municipality not a pay War Costs Surcharges is in our opinion definately incorredt and is ultra vires of the provisions of clause 5 of that War-Costs Surc ge Order.

We request Government may be pleased to express thei opinion on the following points at a very early date.

1. Whether the right of the Co., to levy charges on the basis o the minimum hours fixed in clause 2(a) of the agreement is i order ;

2. Whether the right of the Co., to levy surcharge at 33.1/3% i accordance with the Government Order No.6041/36 dated 11-3-1 in the case of street lighting is in order.

3. Whether the contention of the Municipality that the rates emb ied in the agreement for street lighting can be revised by G ernment under clause 9 of the order is correct.

4. Whether the War-Costs surcharge can be levied on the energy -rges for the street lighting calculated on the basis of t minimum number of hours ;

We would deem it a great favour if this receives a very urge attention of Government as the dispute has been pending since long a we find it responsible to go ahead when big amounts are witheld by t Municipality

Thanking you.

Yours obediently,
For Manvi Brothers Gadag.

V. R. Bulla

Manager.

Copies forwarded to the District Magistrate for information with ref to his letter No.Mun/R/506 dated 3-10-1945

7738/36/4134 42

El. Br. (1)

P. wd

Acknowledged under G.L. No.

7738/36-El.(1), d. the 15-12-1945.

ABS.
13-12-45

13/12/45

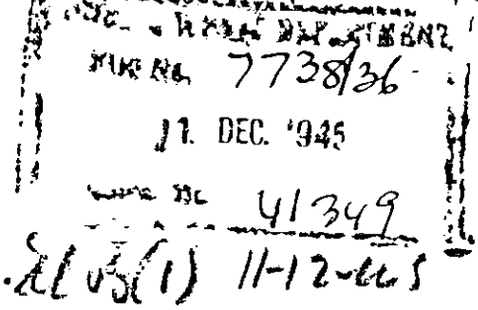
13/12

13/12

For S.A.S.

El B(1) 12/12

Copies of agreement & letter.



AL US(1) 11-12-45

El.Br.(I). 7738/36/41349
P. W. Deptt.

Submitted.

2. In con. with a dispute between the Ranebennur Muncy. and the El.Supply Co.at Ranebennur re: the payment of street lighting charges, war cost surcharge etc. the Co. requests Govt.advice on the following points :-

(a) whether the right of the Co.to levy charges on the basis of the minimum hours fixed in clause 2(a) of their agreement with the Muncy. is in order;

(b) whether the right of the Co.to levy surcharge at 33⅓% in accordance with the Govt.Order No.6041/36, dated the 11-3-1943 in the case of street lighting is in order;

(c) whether the contention of the Muncy.that the rates embodied in the agreement for street lighting can be revised by Govt.under clause 9 of the War Costs Order,1944,is correct.

(d) whether the war costs surcharge can be levied on the energy charges for the street lighting calculated on the basis of the minimum number of hours.

3. Para.2(a) above: The Co. has prepared the bills on the basis of the minimum hours of supply, viz., 1800 per year provided in cl.2(a) of the agreement between the two parties. The Muncy.contends that the bills should be prepared on the basis of the energy actually consumed as the Muncy. were unable to use the elecy.for the minimum No.of hours due to the restrictions on lighting hours imposed by the Dist. Magistrate under the Defence of India Rules. Hence the Co. requests Govt. as at (a) above.

It may be pointed out in this con.that the control on the supply of elecy. was imposed under the Defence of India Rules, having regard to the stock position of the elecl.equipment,diesel oil etc.which had been rendered serious owing to transport difficulties.Notwithstanding the fact that as a result of the control, the prospective revenues of the Supply Cos. have been adversely affected and concurrently the consumers on the whole have been inconvenienced by the restrictions in the supply of hours, the control was

as well as the consumers. In view of the object underlying the Control, the Co. is perhaps justified in levying charges on the basis of the minimum hours fixed in cl.2(a) of their agreement with the Muny.

4. Para.2(b) above:- G.O.No.6041/36, dated the 11-3-43 authorises the El.Supply undertakings using diesel oil to levy surcharge in spite of special contracts.G.O.No.6331/36, dated the 29-1-45 fixes ~~at~~ 33⅓% rate of war costs surcharge in the case of the Licensee, the Ranebennur El.License,1937. It seems the Muncy. has objected to pay this surcharge,and ~~since~~ hence the Co. requests Govt. as at (b) above.

It may be stated ~~in~~ this con.that ~~g~~ G.O.No.6041/36, dated the 11-3-43 ~~authorises the Supply undertakings using~~ was once declared as ~~extra vires~~ ultra-vires by the Dist. Judge Kaira.However,the B'bay Ely.Surcharge(Validation) Act 1945, has since given a legal cover to the recovery of surcharge made or purported to have been made under this order. Again, Proviso 2 to Cl.5 of the War Costs Order does not apply in this case, since the agreement for street lighting with the Ranebennur Muny. was entered into by the Co. on the 29-1-40 i.e. before 1-5-1942 and since then the rates have not been revised. In the circumstances,the Co. is justified in levying a surcharge at the rate of 33⅓ %. It is rather unlawful, under cl.5 of the B'bay.Ely.Supply (L.U.W.C.)Order,1944,for the Co.to supply energy except under the surcharge fixed in their case.

5. Para.2(c) above: Under clause 9(1) of the B.E.S.C. (L.U.W.C.) Order, 1944, Govt. cannot revise the rates for the supply of el.energy for street lighting.Under the order refd.to Govt.is to revise charges and conditions only in respect of maintenance of street lighting equipment.

In accordance with Cl.8 of the Agreement between the Muny.and the Co.,the Muny.has to pay a rate of 0-4-6 per unit used for the purpose of st.lighting,maintenance of the electric work being a charge on the licensees,(vide,last sentence of cl.7 of the Agreement).This rate is obviously inclusive of maintenance charges and would not come within the purview of cl.9(1) of the War Costs Order unless the

charges for the supply of energy and those for the maintenance of street lighting equipment are split up and the necy. segregation made, which will have to be done with the mutual consent by the parties to the agreement. The contention of the Muncy. mentioned in para. 2(c) is therefore incorrect.

6. Para. 2(d) above: It will be seen from para. 3 above that the Co. can levy charges on the basis of the minimum hours fixed in their agreement with the Muny. There is nothing in the w.c. order which prevents the Co. from levying surcharge also on the energy charges for the street lighting calculated on the basis of the minimum number of hours. Again Cl. 3(2) of the War Costs Order reads thus "Every War Costs" surcharge shall be calculated on overall charges of the licensee or sanction holder concerned for the supply of energy before deducting rebate or prompt payment and expressed as a percentage of such charges". In view of this, the answer to the Co's. query mentioned in para. 2(d) above is presumably in the affirmative.

7. Before, however, any reply is given to the Co. the El. Engr. to Govt. and the R.L.A. may be requested to state whether the views expressed in the preceding paras. are correct.

"PRO 14-1-46. A83 14-1-46

Thro' El. Engr. Cl's

As in para 7. 19-1-46

VPA. 11/1-.

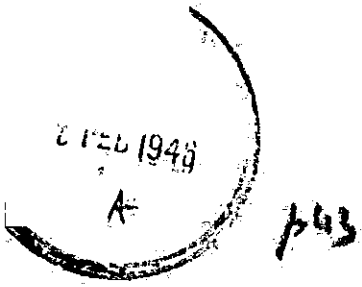
+ with files no 6041/36 III & no 7042/36

u.o. to sl engr to Govt & R & A 22-1-46

Below U.O.R.No.7738/36/41349 dated the 22nd January 1946 from Government in the Public Works Department

No.L.64/ 4670 of 1946.

Bombay 5-2 February 1946.



Passed on, with compliments, to the Remembrancer of Legal Affairs

2. The point raised by the Company and referred to at para 2(a) of the Secretariat Office note regarding its right to charge for street lighting on the basis of the minimum hours as per clause 2(a) of the agreement, appears to involve a question of law. In view of the fact, that fulfilment of the required minimum guarantee became impossible due to restrictions imposed by Government on street lighting, it would, perhaps, be advisable to express the opinion of Government on the above point, as it would definitely help to settle the dispute, long outstanding, between the Company and the Municipality.

1099
H/S-2-46

3. In this connection, it is stated that owing to curtailment of the hours of supply in respect of various undertakings, many consumers have been made to pay the minimum charge as fixed in the respective licenses and prima facie the principle involved in their case holds equally good in the case referred to by the Company also and therefore, in my opinion, the contention

of the Company that it is entitled to charge on the basis of the minimum hours appears to be correct.
The Remembrancer of Legal Affairs may please advise in the matter.

4. As regards other points raised by the Company, I agree to paras 4, 5 & 6 of the Secretariat Office notes, on pages 44 & 45 ante.

Electrical Engineer to Govt

Office of the R.L.A.

Public Works Department is requested to forward a copy of the order passed by the District Magistrate, Dharwar, under the Defence of India Rules restricting the hours of supply of electrical energy to the consumers at Ranebennur.

for Remembrancer of Legal Affairs.

U.R.to P.W.D.,No. 1480 ,dated the February 1946

MRP.

7738/36/7253. 50

El.Br.(I)

P. W. D.

Submitted.
(Thro' El.Br.(II)).

A/26-2-46

× Pl to put up w/s the note above.

A&S.
22-2-46 El.B.II

2. The order refd. to overleaf will be found at p 309 g file No. 1932/36/1255 put up below flagged 'A'.

with 7 ff. + 1 cov. 9. 22/2/46.

RBI 21/2

USK 22-2-46. O.N. is not complete S.A.S

DNB 23/2/46

2 fl. DNB 21/2

P. W. L.
File No. 7738/36
Serial No. 7253.

(RECD. 23/2/46) Sec. ( ) 21-2-46

El.Br.(II) to note

× with files nos 7042/36, 6041/36 II & 1932/36/1255

Please. x 25/2/46

Noted Sec. KBC 25-2

A 25/2/46

prime no. 27/2/46

To Sec

El. Br.(I).

Resubmitted with reference to the Asstt. Secy's. note above.

2. These papers may now be ~~sent returned~~ to R.L.A. along with the file No. 1932/36 containing the order in question.

A&S. 23-2-46. Yes — Mr. K.S. Dewan. have put up the note in a complete form. DNB 23/2/46. S.A.S.

W.d. to R.S.A. of 25

51

Office of the R.L.A.

seen and returned.

Remembrancer of Legal Affairs.

U.R.to P.W.D.,No. 2830 ,dated the 15th April 1946.

MRP.

3 files B/W/25/M

File no. 7738/36

Serial No. 14397

Encl: 15/4.

B&R(1) 15-4-46

7738/36

El. Br. (I)

File No. 7738/36 reg. the Dispute between the Rawalpindi El. Supply Coy. & the Municp. on account of Street lighting, was refd. u.o. to the R.L.A. on 25-2-46. As it is not yet recd. back that officer has been expedited on April 1946.

~~3/4/46~~

4/4/46

Issued 4-4-46

El. Br. dt.

P. W. D.

Submitted with refce. to the O.N., f.p. 43-45
d. the 14-1-46.

2. The El. Engr. to Govt. f.p. 47-48 agrees with the views expressed in paras 4, 5 & 6 of the O.N. f.p. 43-45 refd. to above. As regards the point mentioned at (a) f.p. 43 in para 2 of the O.N. and dealt with in para 3 f.p. 43 thereof; the El. Engr. to Govt., while agreeing with the O.N., opines f.p. 47 that since the point raised by the Co. re: its right to charge for street lighting on the basis of minimum number of hours, appears to involve a question of law, it is advisable to express the opinion of Govt. on the above point. These papers were f.p. 50 refd. u/o. to R.L.A. for his opinion in the matter. The R.L.A. has, however, not offered f.p. 51 any specific remarks on the points raised by the Co. It is, therefore, presumed that he agrees with the views expressed by the Office and concurred in by the El. Engr. to Govt. The draft f.p. 54-57 put up for approval is based on this presumption and may be shown u/o. to R.L.A. before issue.

ABS
7-5-46.

ajj
8/5/46

D.S

u/o to R.L.A

NO. 7738/26-El.cls. P. W. D.

B.C. 29th June ~~May~~ 1946.

To

S. A. Manve, Esqr.
Licensee, The Ranebennur El. License, 1937,
Gadag. (Dist. Dharwar).

Sub:- Dispute between the Ranebennur Munv. & the Co. re: payment of charges for street lighting, etc.

Dear Sir,

I am to refer to the following four points raised in your letter No. 37-41, d. the 6-12-45, on the subject mentioned above and to observe as in para 2 below:-

(1) Whether the right of the Co. to levy charges on the basis of the minimum number of hours fixed in cl. 2 (a) of the agreement with the Munv. is in order;

(2) Whether the right of the Co. to levy surcharge at 33⅓% in accordance with G.O. No. 6041/36, d. the 11-3-43, in the case of Street lighting, is in order;

(3) Whether the contention of the Munv. that the rates embodied in the agreement for street lighting can be revised by Govt. under cl. 9 of the W.C. Order, 1944, is correct;

(4) Whether the war costs surcharge can be levied on the energy charges for the street lighting calculated on the basis of the minimum number of hours.

2. The ~~reply~~ replies to points 1, 2 & 4 above ~~is~~ are in the affirmative. With refce. to point (3), ~~above~~, I am to inform you that under cl. 9 (2) of the B.E.S.O. (L.R.W.C.)

Order—

57 .736/36

Order, 1744, Govt. can revise charges & conditions only in respect of maintenance of street lighting equipment and not for the supply of el. energy for street lighting.

DA – Nil.

Yours faithfully,

4024
9-5-46
A

Copy forwarded for inform. to —

- the El. Engr. to Govt with ref. to his No. L 64/4670, d. the 5-2-46,

- the Dist. magistrate, Dharwar, w.r.t. copy of the letter under refee forwarded to him direct by the licensee.

L. D.
= 8 MAY 1940
A

Ans
7-5-46

8/V/46

D.S.

R.O.

+ R.O. to R.S.A dt 8-5-46
+ with files Nos 1932/36 | 1255, 6041/36, 7042/36

57 (W)+

N.-B.:-Bills to be paid in Gadag only and it is understood that orders and payments asked or accepted by any of our Canvassers are understood to be, on behalf of our Gadag office. All disputes to be settled in Gadag Court only.

Proprietor S A MANVI.

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MANVI BROTHERS.

(Sole Pro.:-S. A. MANVI.)

ELECTRIC LIGHT AND POWER SUPPLIERS,

Gadag-Betigeri, Byadgi and Ranibennur.

Tele { gram MANVI BROS. phone No. 4.

GADAG, 17-6-1946 (India) 193

To

The Secretary to Government,
Public Works Department, Bombay.

Subject;- Dispute between the Company and the Ranebe
Municipality regarding payment of Charges
Street Lighting.

Sir,

We beg to invite your attention to our latter dated the 6th December 1945 addressed to you and to request that very early orders may be issued by Government on the point raised therein as in view of the fact that the Charges due from the Municipality have been mounting up in arrears & ha become considerably difficult to manage the expenses on account of maintained and other charges. We hope Government will realise the position of this undertaking which is pure a proprietory concern and it is likely to lead to unneces difficulties, if the Municipality's dues are thus with-hel

We may state that in this connection that in case the payments are thus with-held, we might be constrained t take drastic action of disconnecting the street lighting supply in the interest of our Undertaking under Section 2 of the I.E.Act 1910.

Yours faithfully
For Manvi Brothers
V R Bulla
MANAGER.

Copy forwraded to The District Magistrate, Dharwar for inf mation in continuation of our letter dated 6-12-1945.

7738/36/23836.

58

El. Br. (1) P. W. D.

The main file is under
ref. to the R.L.A. since the 8-5-46.
He is being expedited separately.
In the meanwhile, the draft put
up may issue, if agreed.

183
24-6-46.

24/6/46

S-A-S.

P. W. D.
File No. 7738/36.
Serial No. 23836

24-6-46

7738/36 23836

No. 7738/36-El.Cb. P. W. D.

B.C. June 1946.

To

M/S. Manvi Brothers,

Gadag.

Sub:— Dispute re: the Street-lighting charges.

Dear Sirs,

With refe. to your letter, d. the 17-6-46, on the subject mentioned above, I am to state that the matter is still under the consideration of Govt. and you will be informed as soon as a decision is arrived at.

Yours faithfully,

DA-Nil.

ABS
24-6-46.

Dno
24/6/46

S. A. S.

7738/36/238 3

El. Br. cls.

P. W. D.

This deptt. file no. 7738/36 re: a dispute between the Ranchenmet Mumy. and the Supply Co in con with the Street-lighting charges has been repd. no. to the R L A. since the 8-5- - That officer is requested under no. 7738/36 - El. cls d. the 26 -6-1946.

ASS
24-6-46

331
24/6/46

~~57~~ 63

Office of the R.L.A.

The view expressed in para. 3 of the Public Works Department office note dated the 14th January 1946 is correct. The draft letter at pages 56-57 is in order

Remembrancer of Legal Affairs.

U.R. to P.W.D. No. 4655 dated the 28th June 1946.

7738/36/24947 64

El. Br. c P. W. 2

Submitted with refce. to p 55
the O.N., d. the 7-3-46.

2. The draft within may to p 56-57
now issue, if appd.

ABS
29-6-46

DNP
28/6/46

S-A-S.

P. W. D.
File No. 7738/36
Serial No. 24947

DNP
28/6

56,30(1)-28-6-46

Copy of Resolution No.63 passed in the G.C.held on 23-7-1946.

Read and considered,

Letter No.Nil dated 11-7-1946 from Messer Manvi Bros.,Electric Light and Power Suppliers,forwarding a copy of letter No.7738/36 El(1) dated 29th June 1946 from the Deputy Secretary to the Government of Bombay,P.W.D.addressed to them and also forwarding the bill for charges for street lighting amounting to Rs.18474-13-6,

Resolved,

that the bill for Rs.18474-13-6,regarding Municipal street-lighting charges,be paid under protest and that the Municipal point of view with regard to the dispute between the Municipality and Messers Manvi Bros., should be placed before Government as it appears that the representation of the Licensees placed before the Government with regard to th dispute is only one-sided

Proposer:-Mr.C.C.Pattanshetti.

Seconder:-Mr.S.S.Patil.

Carried nem con.

" True copy ".

Chief Officer,

Ranebennur Municipality.

No.P.O.L.S.R.143.
Office of the Dist.Magistrate,
Dharwar,8th Sept.,1942.

O R D E R.

In exercise of the powers conferred by clause(a) of sub-rule(2) of rule 81 of the Defence of India Rules read with G-overnment Notifi--ation,Home Department,(Political-War)No.S.D./W.3401,dated 19th - Dec.,1941 the District Magistrate,Dharwar,hereby directs that with effect from the 12th September 1942,the undermentioned Electric Companies shall not supply electrical energy to any person without the special permission of the District Magistrate,between the hours shown against each company.

S.No.	Town.	Name of the undertakings.	Hours of supply prohibited.	Remarks.
1	2	3	4	5
1.	Dharwar	The Dharwar Electric Supply Company,	Between the hours of 3 A.M. to 3 P.M!	'The motive power installations should operate only between the hours of 3 P.M. to 7 P.M.on the dark night days the supply of energ may be continued even after 3 A.M.in keeping with the street light time table of the Municipal Borough provided the supply of energy on an average shall not exceed 12½ hours a day.
2.	Hubli	The Hubli Electricity Company,Ltd.	12-30A.M. to 9 A.M. & 1 P.M. to 4 P.M.	
3.	Gadag	The Gadag Electric Supply.	1-30 A.M. to 7-30 P.M.	
4.	Haveri	The Haveri Electric Supply	-do-	
5.	Ranebennur	The Ranebennur Electric Supply	-do-	
6.	Byadgi	The Byadgi Electric Supply	-do-	

NoB.: If any undertaking is willing to run for longer hours on the rationed supply of Diesel Oil or on other oils or fuel,they should apply to Government and obtain permission.

Sd/- x.x.x.x.x.
District Magistrate,Dharw

Copy forwarded with compliments to:-
1.Presidents of all Municipalities (except Nargund and Navalgund) and the Administrator,Municipal Borough Hubli.

2.All the Electric Companies concerned.

Copy to all Mamlatdars and Mahal karies for information and guidance.

Sd/- x.x.x.x.x.x
District Magistrate,Dharwar.

"True copy"
Chief Officer,
Ranebennur Municipality

Subject:-Street-lighting Agreement. 69

No.527 of 1942-43.
Municipal office,Ranebennu
Dated 5/9th Dec.1942

From

S. K.Banagar,Esq.,
President,Ranebennur Municipality.

To

M/S. Manvi Brothers,
Electric Licensees,Ranebennur.

Sir,

With reference to your letter No. Nil dated 4-11-1942, I have the honour to inform you that the matter was considered in the General Committee,held on 21-11-1942 and a copy of the resolution passed in this connection is sent herewith for your information.

Since the matter of dispute has now to be referred to arbitration under condition No.17 of the Agreement you are requested to appoint an arbitrator on your behalf and intimate the same to this office in order to enable the Municipality to take necessary further action in the matter.

Your obedient servant,

Sd/-S.K.Banagar.
President,Ranebennur Municipality.

" True copy ".

Chief Officer,
R.M.

MANVI BROTHERS
Electric Light and Power Suppliers,
Gadag-Betgeri,Byadgi,Ranebennur.

Gadag,4th July 1943.

To,

The S. K.Banagar,Esq.,
President,Ranebennur Municipality,
Ranebennur.

Sir,

Subject:Appointing Arbitrator.

With reference to your letter No.527 of 1942-43 dated 7/9th December 1942 we have the to inform you that arbitrator can not be appointed as there is no dispute between us.

We have submitted you our bills according to our agreement by which we are entitled to receive minimum charges so, we request you clear off our bills as early as possible otherwise the matter will be serious.

Yours faithfully,

For Manvi Brothers,
Sd/V.R.Bulla
Manager.

"True copy

Chief Officer,
Ranebennur Municipality.

Copy of clause 17 of Agreement between the Ranebennur Municipality and Manvi Brothers, Gadag, Electric Light and Power Suppliers, Ranebennur

17. In case of a dispute between the Licensees and the Municipality the same shall be referred to the arbitration under t Indian Arbitration Act; but one arbitrator shall be appointed each side and in case these arbitrators ~~disagree~~ dis-agree, the matter or matters of difference shall be referred to the Civil Cou as a special case under the provision of the Civil Procedure Code. Each party shall bear the expenses of its arbitrators, and the expenses referring the matter to arbitration shall be borne by eac party equally.

" True copy ".

Chief Officer,

Ranebennur Municipality.

Copy of clause No.2(a) of the Agreement between the Ranebennur Municipality and Manvi Brothers, Electric Light and Power supliers, Ranebennur.

2(a) to alter the power of any one, many or all the street-lights in the Municipal area provided however that they never require the licensees to reduce the minimum wattage of lights below the minimum as detailed here under:-

1. 267 of 20 watts.
2. 26 of 60 "
3. 7 of 100 "

and provided also that the number of lighting hours in a year shall not be reduced below 1800.

"True copy"

Chief Officer,
Ranebennur Municipality.

75

No.381 of 1942-43.
Municipal office,Ranebennur.
Dated 19th Sept.,1942.

With regard to their Nos.Nil dated the 14th and 16th Septembe 1942 signed by their Electrical Engineer,M/S.Manvi Bros.,Ranebennu are informed that as a consequence of the order No.P.O.L.S.R.143 of 8th September 1942 from the District Magistrate,Dharwar the lighting hours with regard to street-lighting in each month shall have to be curtailed so as to fit in with the maximum of 6 hour per day fixed by the said order. This would result in the tota lighting hours in a year falling short of the minimum of 1800 lighting hours per annum fixed under clause 2(a) of the Agreement entered into between the Municipality and the licensees.The Licens -ees should therefore,take note that the Municipality is not - liable to pay for the difference between the minimum of 1800 light -ing hours and the actual total of lighting hours as a result of t restriction of the lighting period.Payment for the actual lighting hours would be made and the operation of clause 2(a) of the Agree--ment so far as it relates to the maximum of 1800 lighting hours shall have to be treated as suspended until the duration of the present Order of the District Magistrate restricting the lightir- hours

Sd. S.K.Banagar.
President,
Ranebennur Municipality.

"True copy"

Chief Officer,
Ranebennur Municipality.

77

MANVI BROTHERS,RANEBENNUR

Dated 14th September 1942.

To

The President,
Ranebennur Municipality,Ranebennur.

Sir,

With reference to the Order No.P.O.L.S.R.143 dated 8t.. September 1942,from the District Magistrate,Dharwar regarding the restriction of supply of electrical energy,we beg to intimate to you that we will have to stop the supply from 1-30 A.M. daily from to day which please note

Yours faithfully,
Sd/- x.x.x.x
Electrical Engineer,
Manvi Brothers,Ranebennur.

" True copy "
Chief Officer,
Ranebennur Municipality.

'IANVI BROTHERS? RANEBENNUR.

Dated 16th September 1942

To

The Presiden.,
Ranebennur Municipality,Ranebennur.

Sir,

With reference to the order of the District Magistrate, Dharwar,No.P.O.L.S.R.143 dated 8th September 1942, of which you als must have received a copy,please arrange the schedule of street-lig -ing accordingly so that the lights may burn 145 hours per mor within the prescribed time of 6 hours.

Yours faithfully,
Sd. x.x.x.x.
Electric Engineer for Manvi Bros,Ranebennur.

"True copy"

Chief Officer,
Ranebennur Municipality.

MANVI BROTHERS,

Electric light and power suppliers.

Gadag,2nd October 1942.

To

The President,
Ranebennur Municipality,
Ranebennur.

Dear Sir,

With reference to your letter No.381 of 1942-43 da 18th September 1942 we beg to state that the restriction of lighting hours by the Collector is beyond our control. We on our part have kept all arrangements necessary to supply the electric current as per agreement so under clause 2(a) of the agreement you have to make payments on the basis of using the lights for 1800 hours per year.The agreement is clear you can refer to a similar case reported in the Times of India on 5th September 1942.

Yours faithfully,

Sd/- S.A.Manvi.

"True copy

Chief Officer,
Ranebennur Municipality.

MANVI BROTHERS,
Electric Light and Power suppliers,

Gadag, 4th November 1942.

To

S.K.Banagar,Esq.,
President,Ranebennur Municipality,
Ranebennur.

Sir,

Re: Reference your letter No.445 of 27-10-42 & No.464 31-10-1942.

With reference to your above to our letter of 16-9-1942 we beg to state that meaning we have put on Collector Dharwar - No.P.O.L.S.R.143 of 8-9-1942 is correct; N/.B. to it does ~~no~~ in no way alter meaning the said letter of the Collector of the restricts in lighting hours and the Diesel o-il Controller Bombay has made a corresponding restriction the supply of Diesel oil.Burmah-Shell oil Company has informed us about this restriction on 15-10-1942.How can we be willing to supply for more than restricted hours with the restricted supply of Diesel oil. We are enclosing herewith a copy the Burmah Sell oil company for your reference.We request you very earnestly to see that what we have said in our letter of And October 1942 is correct and make it convenient to pay our bills of September and October at an early date. We have to day received your schedule of lighting hours for the month of November.In the face of the restriction above referred to it can not be carried out beyond - 1-30 A.M.The restriction is beyond our control.So please note wha we have written in our letter of 2-10-1942 holds good.

Yours faithfully,
Sd/- S.A.Manvi.

"True Copy"
Mangalore
C.O.

MANVI BROTHERS,ELECTRIC LIGHT & POWER SUPPLIERS;

Gadag, 15-6-1943.

To

The District Magistrate,
Dharwar.

Sir,

Subject:-Non-payment of our bills from the Ranebennur Municipality in respect of energy supplied for street-lights.

We beg to bring to your kind notice,that we have not received the amount from the Ranebennur Municipality for the electrical energy supplied,in respect of street-lights since September 1942.We have entered into contract with the Municipality for the minimum hours of supply i.e.1800 per year. We have requested to pay amount as per bills submitted,but they have not paid

Subject:-Street-lighting Agreement.

No.445 of 1942-43. 83
Municipal office,Ranebennur.
Dated 25/28th Oct.1942.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To,

M/S.Manvi Brothers,
Electric Licensees,Ranebennur.

Sir,

With reference to your letter Nos.Nil dated 16-9-1942 & 2-10-1942 and in returning herewith your street-lighting bills for the month of september 1942 dated 5-10-1942, I have the honour to state that the construction that you have put on the order of the District Magistrate,Dharwar,bearing No.P.O.L.S.R.143 dated 8th Sept.1942,is not correct.The order read with the N.B.at the foot of the same means that the District Magistrate,has only rationed the supply of Diesel Oil and has given full scope to any undertaking to run for longer hours on the rationed supply of Diesel Oil or other oils or fuel if it is willing to do so.Even though the Municipality gave you time to do the same,it appears that you are not willing and ready to take proper steps to enable you to perform you part of the contract.Since you are not willingand ready to perform your part of the contract under the Agreement,the Municipality is not liable to pay you for the minimum hours of supply either under clause2(a) or 5. It is also pointed out that the case you quote from the Law-notes appearing the issue of the Times of India is not applicable here.

You are,therefore,requested to prepare the street-lighting bill for the last month on the actual consumption of energy in accordance with condition No.12 of the Agreement and submit the same for sanction.

"True copy"

Chief Officer,
R. M

Your obedient servant,
Sd/- S.K.Banagar.
President,R.M.

Subject:-Street-lighting Agreement

No.445 of 1942-43.
Municipal office, Ranebennur
Dated 25/28th Oct.1942.

From

S.K.Banagar, Esq.,
President, Ranebennur Municipality

To,

M/S.Manvi Brothers,
Electric Licensees, Ranebennur

Sir,

With reference to your letter Nos.Nil dated 16-9-1942 & 2-10-1942 and in returning herewith your street-lighting bills for the month of september 1942 dated 5-10-1942. I have the honour to state that the construction that you have put on the order of the District Magistrate, Dharwar, bearing No.P.O.L.S.R.143 dated 8th Sept.1942, is not correct. The order read with the N.B. at the foot of the same means that the District Magistrate, has only rationed the supply of Diesel Oil and has given full scope to any undertaking to run for longer hours on the rationed supply of Diesel Oil or other oils or fuel if it is willing to do so. Even though the Municipality gave you time to do the same, it appears that you are not willing and ready to take proper steps to enable you to perform your part of the contract. Since you are not willing and ready to perform your part of the contract under the Agreement, the Municipality is not liable to pay you for the minimum hours of supply either under clause 2(a) or 5. It is also pointed out that the case you quote from the Law-notes appearing the issue of the Times of India is not applicable here

You are, therefore, requested to prepare the street-lighting bill for the last month on the actual consumption of energy in accordance with condition No.12 of the Agreement and submit the same for sanction.

Your obedient servant,
Sd/- S.K.Banagar.
President, R.M.

'True copy

Chief Officer

Subject:-Schedule for street-lighting for November 1942.

No.464 of 1942-43.
Municipal office,Ranebennur
Dated 31st Oct..1942

From

S.K.Banagar,Esq.,
President.Ranebennur Municipality.

To

M/S.Manvi Bros.,
Electric Licensees,Ranebennur

Sir,

In forwarding the Schedule for Municipal Street lighting for the month of November 1942, I invite your attention to G.C.Resolut-ion No.125 of 30-10-1942 a copy of which is also enclosed herewith. you will please note that a definite intimation had been made to you under this office No.381 of 19-9-1942 to obtain due permission of the Government and make necessary arrangements for supply of energy for street-lighting for longer hours as per Municipal Schedule befo-re the Order No.P.O.L.S.R.143 of 8-9-1942 was passed by the Distri-ct Magistrate,Dharwar.This is permissible as specifically enjo-ine by the District Magistrate under the N.B.below said order of the District Magistrate.Due time having given to you for making such arrangements,the lighting schedule for the month of November 1942 has again been prepared and furnished as before.You are again -- requested to make your arrangements for supplying energy as per Municipal schedule,as such a procedure is allowed by the District Magistrate in his order under reference.

Your obedient servant
Sd/- S.K.Banagar
President,
Ranebennur Municipality.

"True copy"

Chief Officer.

MANVI BROTHERS, ELECTRIC LIGHT & POWER SUPPLIERS;

Gadag. 15-6-1943.

To

The District Magistrate,
Dharwar

Sir,

Subject:-Non-payment of our bills from the Ranebennur Municipality in respect of energy supplied for street-lights.

We beg to bring to your kind notice, that we have not received the amount from the Ranebennur Municipality for the electrical energy supplied, in respect of street-lights since September 1942. We have entered into contract with the Municipality for the minimum hours of supply i.e. 1800 per year. We have requested to pay amount as per bills submitted, but they have not paid as yet.

We are put to great difficulty to maintain our selves to supply current without receiving money, which is forcing us to stop supply, under un-avoidable circumsatances,. Total amount accumulates to the extent of Rs. about 3000/- up to May end 1943

We have also expressed our willingness to receive amount under protest, whatever they agree to pay, but has not been done so

We beg your Honour that the matter may kindly be discussed on hearing the parties complaint personally, and the order may kindly be given to pay our dues as early as possible.

Awaiting your favourable reply early

We beg to remain,
Sir,
Your most obedient servant,
Sd.S.A.Manvi,
Sole Proprietor.

No.Mun.-506 Dharwar 29/6/43

Forwarded W.C.to the President, Ranebennur Municipality for early remarks.

Sd x.x.x.x.
For Collector of Dharwar.

"True copy"

Chief Officer,
R.M.

Subject:-Street-lighting Bills.

No. 103 of 1943-44.
Municipal office,Ranebennur.
Dated 26/27th June 1943.

From:
S. K. Banagar,Esq.,
President,Ranebennur Municipality.

To
M/S. Manvi Brothers,
Electric Licensees,Ranebennur.

Sir;

With reference to your letter dated 19th June 1943, I have the honour to inform you that the Municipality is not liable to pay for the minimum hours of lighting as already explained to your under this office No.445 of 25/28-10-1942. I would also like to invite your attention to the Resolution No.152 of 21-11-1942 passed by the Municipality in this connection a copy of which was sent to you under this office No.527 of 5/9th Dec.,1942.You will please note that it was resolved under the said resolution that this matter of dispute should be referred to arbitration under condition No17 of the Agreement and you were accordingly requested to take necessary further steps in the matter (please vide this office No.527 of 5/9-12-1942 and subsequent reminder No.629 of 1-2-1943).But it appears that you have not taken any move in this direction uptil no It is,therefore, requested that you will kindly appoint an arbitrator on your behalf and communicate the same to this office at an early date in order to enable the Municipality to take necessary further action in the matter.

Under the circumstances, it may be noted that the several street-lighting bills wherein you have charged for the minimum hours of lighting are not admissible for payment and the bills are,therefore,returned herewith.

The bills in question may,nowever,be prepared on the actual consumption of energy during each month and sent to this office for payment,or the dispute in this connection should be got decided by arbitration as claimed by the Municipality under the terms of the Agreement. It may please be noted that the Municipality is ever ready to co-operate with you in getting the dispute decided by arbitration at an earliest possible date. It is needless to state that it is always open to you to receive payment under protest on the actual consumption of energy till the dispute is decided by arbitration.

Your obedient servant,
Sd/- S.K.Banagar.
President,
Ranebennur Municipality

"True copy"
Chief Officer.

Public Works Department.

Bombay Castle, 11th March 1943

O r d e r.

Indian Electricity Act IX of 1910

No.6041/36:-In exercise of the powers conferred by clause (b) of sub-rule (2) of rule 81 of the Defence of India Rules, the Government of Bombay is pleased:

supply of electrical energy chargeable by a Licensee under section 3 of the Indian Electricity Act 1910, or a person supplying electrical energy under section 28 of the said Act in accordance with the conditions of the license or sanction, as the case may be, in cases where diesel oil is used for the

(2) To direct that it shall be competent to such licensee or person supplying electrical energy in cases where diesel oi is is used for the generation of such energy, to levy a surcharge

(a) on the amount charged by him in connection with the ~~surcharge~~ supply of electrical eneggy under a special contract not exceeding 33⅓ per cent of such amount, and

(b) In any other case on the amount of the monthly bill not exceeding 33⅓ per cent of such amount calculated in accord -ance with the rates of charges for the supply of electrical energy leviable under the license or the sanction, as the case may be, on the 1st January 1943. and

(3) To direct that all charges, inclusive of the surcha allowed under clause (2), shall be calculated to the nearest quarter of an anna.

By order of the Governor of Bombay,
Sd/- C.E.Aitken,
Secretary to Government.

"True copy"

Chief Officer,
Ranebennur Municipality.

Subject:-Surcharge on Monthly street-lighting charges.

No.353of 1943-44.
Municipal office,Ranebennur
Dated 10th Oct.,1943.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To

M/S. Manvi Bros,
Electricity Licensees,Ranebennur.

Sir,

In continuation of this office,No.30 of 12-4-1943,I have the honour to inform you that the Agreement in force between the Municip--ality and yourself is for a period of 7 years.So long as the present Agreement is in force,you will please note that no such extra -- charges like the surcharge etc.,can be legally claimed by you from the Municipality.This is the opinion of the Board.As,however, you are including the item of surcharge in each monthly bill, the subject was considered by the General Committee held on 24-9-1943, and it has been resolved that the question of surcharge being thus a disp--ed matter, it should be referred to arbitration as provided under clause 17 of the Agreement. Mr.S.K.Hosmani,Pleader Haveri has been appointed as the Arbitrator on behalf of the Municipality.You,are therefore,requested to nominate an arbitrator on your behalf and intimate his name so that the matter under dispute may be settled the two Arbitrators at an early date.

Your obedient servant,

SD. S.K.Banagar.
President,
Ranebennur Municipality.

"True copy"

Chief Officer,
R. M.

97

MANVI BROTHERS,
Electric Light & Power Suppliers.

Gadag, 29-3-1944.

To

The President,
Ranebennur Municipality,
Ranebennur.

Sir,

Subject:-Street-lighting Dues.

With reference to your letter No.646 dated 19 [illegible], we here-with beg to inform you that we have appointed Mr.C.S.Hulkoti,-B.A.LL.B.,Pleader Gadag as our Arbitrator to settle the dispute of Street- Lighting dues,as per Government letter No.6041/B & E dated 29-9-1943.Please inform your arbitrator to hold the meeting as early as possible.

"True copy".
Chief Officer.
R. M.

Yours faithfully,
For Manvi Brothers,
Sd/- V.R.Bulla.
Manager.

99

MANVI BROTHERS,
Electric Light & power suppliers,
Gadag.

Gadag,25-5-1944.

To,

The President,
Ranebennur Municipality.

Sir,

Subject:-Payment of street-lighting dues.

We beg to remind you to our letters dated 29-3-1944 and 24-4-1944 for which we have not yet been favoured with any reply. Our bills are lying in arrears since September 1942 which comes to rather a very big amount.We request you to pay all our bills under protest without prejudice to our claim of charges for minimum hours and surcharge.

To settle the question in dispute we have now mutually agreed to refer the matter to arbitration, so pending the settlement of disputes by arbitration, may I request you to pay all our bills without further delay.We are at a loss to know why the matters are delayed. It shows that you are purposely delaying,though we request-ed you many times to pay our dues.

We are obliged to give you notice under section 24 of I.E.Act 1910 for stoping the current for street-lights by the mid of June 1944,which please note.

Yours faithfully,
V.R.Bulla.
Manager.

"True copy".

Chief Office
R. M.

Proceedings of the meeting held in the Collector's office for the settlement of the dispute between the Ranebennur Municipality and Manvi Bros.,regarding the payment of electricity charges.

No.Mun/R.506
6th July 1944.

Present:-

1.The Collector of Dharwar.
2.Mr.S.K.Banagar,President,Ranebennur Municipality.
3.Mr.S.~~G.Manvi~~ Harihar,Sanitary Inspector,Ranebennur Municip ty
4.Mr.S.A.Manvi,Proprietor,Manvi Bros.
5.Mr.Bulla Manager,Manvi Bros.

The parties arrived at the following provisional agreement:-

1.The bills from Sept.1942 to 15th June 1944 should be prepared on the basis of the Government letter,P.W.D.No.6040/B.& El.dated 29-9-43.The Municipality will pay for items (a) and (b) in para (3) of the Govt.Letter referred to above and for item(c) the Municipality will pay provisionally Rs.25/- per month pending final decision.As soon as the payment is made, the Company will start the lights.

2.The following questions viz:-

(i)Amount to be charged for item(c) i.e.actual amount for replacement of bulbs,

(ii)The basis on which the bills from Sept.1942 to 11th March 1943 should be prepared, would be settled by arbitrators.

This agreement does not commit the parties in any way.

Sd/- x.x.x.x.
Collector of Dharwar.

To

The President,Ranebennur
Municipality W.C.S. & Manvi Bros with W.Cs.

True copy"

Chief Officer,
R.M.

No.6041/B & El. 103 95

Public Works Department.
Bombay Castle, 29th September 1943

From

The Deputy Secretary to the Government of Bombay,
Public Works Department.

To

All the Licensees and sanction Holders generating energy by means of diesel oil.

Subject:-SURCHARGE.

Dear Sir/Sirs,

I am to refer to this Government letter No.6041/3-El, dated the 9th April 1943 and make the following observations in regard to Government Order No.6041/36 dated the 11th March 1943 as amended by Government order of the same number and dated the 1st April 1943 for your information and guidance:-

(1) The Order has been issued to compensate licensees for the general increase in the cost of production of electric energy and chiefly for the increased cost of diesel oil owing to conditions arising out of war. It does not Order an increase of 33⅓% on the tariff rates as is assumed by some licensees, and it merely authorises them to levy a charge upto the maximum limit of 33⅓%. It is open to them to levy a surcharge at a lower percentage and will normally be advisable for those licensees, whose financial position eneables them to do so, to levy a lower rate in the mutual interest of themselves and the consumers.

(2) There may be cases of special contracts which already admit of progressive increase in the rates for energy based on increases in the cost of fuel oil or other items of production and where rates for energy were increased accordingly prior to the issue of the Order. There may still be other cases where the contracts may themselves have been revised thus introducing increased rates for energy after taking into consideration the increased in the cost of diesel oil, etc., prior to the issue of the Order. In all such cases it is necessary that the rate of surcharge permissible under the order should be fixed after taking into consideration the increase already made in the rates for energy. It is, therefore, advisable that all cases of surcharges on special contracts; should be settled in each case by lincesees mutually with contracting parties, failing which arbitration may be resorted to.

(3) The question regarding payment of charges where electrical energy is supplied for street lighting to local authorities under special contracts and where such authorities are enable to consume the minimum quantity of energy, in accordance with the terms of such contracts, owing to restrictions imposed on the supply of electrical energy, under the Defence of India Rules, was referred to the Committee appointed to advise Government on details arising from the control of the supply of electricity, due to the rationing of diesel oil. The Committee has recommended that charges in such cases should be made on the following basis:-

(a) Maintenance and depreciation, exclusive of bulbs.	Rs.1-12-0 per quarter per lamp on the number of lamps installed and existing on the 1st May 1942 whether the lamps are burning or not.
(b) Supply of electrical energy,	Rs.0-2-0 per unit.
(c) Bulb replacements	At actual cost.

The licensees are advised to decide such question mutually with the local authorities or by arbitration on the basis of the Committee's above recommendation.

(4) The order permits the levy of surcharge on the minimum or standing charge for the electrical energy which is included in the amount of a monthly bill calculated in accordance with the rates for the supply of energy leviable under the License.

Yours faithfully,
C.G.Kale,
Dy.Secretary to the Government of Bombay, Public Works Department.

"True copy"
Chief Officer,
R.M.

Copy.

Subject:-Street-lighting charges. 105

No.233 of 1944-45.
Municipal office,Ranebennur.
Dated 13th July 1944.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To

Messers Manvi Bros.,
Electric Licensees,Ranebennur.

Sir,

With reference to your letter dated 11-7-1944 regarding payment of street-lighting charges, I have the honour to inform you that the amount of Rs.6208/- being the street-lighting charges from September 1942 to 15th June 1944,calculated in accordance with the District Magistrate,Dharwar's No.Mun/506 dated 6-7-1944, has been offered by cheque No.1601 of 13-7-1944 under protest and subject to the decision to be arrived at by the arbitrators, to whom the matter of dispute has already been referred.

The lighting work may please be started from tomarrow, so that you will be entitled to claim the maintenance charges from 14-7-1944.

Your obedient sefvant,
Sd/-S.K.Banagar.
President,
Ranebennur Municipality.

"true copy".

Chief Officer,
R. M.

Copy of the letter No.6041-36-El dated 6th September 1944 from the Deputy Secretary to the Government of Bombay,P.W.D.to all the Licen -ees and sanction holders generating energy by means of diesel oil.

Subject:-War Costs Surcharge.

" I am to refer to this Govt.letters No.6041/36-El,dated the 29th September 1943 and 14th October 1943 and to state that they should be treated as cancelled.

2. In pursuance of the provision of clause 7 of the Bombay Electri -city Supply(Licensed Undertaings' War Costs) order,1944,the orders issued in Government Notification No.6041/36,dated 11th March [illegible] (referred to in the above mentioned letter)dated the 29th Sept 1943) have been cancelled with effect from 15th August 1944, vide Government order No.6331/36,dated the 15th August 1944, enclosed with this Government letter No.6331/36-El,dated the 15th August 1944 to your address.

3. As regards Street-lighting your attention has already been drawn to the provisions in clause 9 of the Bombay Electricity Supply-(Licensed Undertakings' War Costs) order, 1944 -vide paragraph 2 of Government letter No.6331/36-El,dated the16th June 1944".

Copy for information to the Collectors of the Districts to Communicate to the local authorities concerned the cancellation of Government letters,to bring to their notice the provisions in clause 9 of the Bombay Electricity Supply (Licensed Undertakings' War Costs order,1944.

No.E.L.C.867.
Dharwar,30th September 1944.

Copy together with a copy of the Bombay Electricity Supply(Licensed Undertakings' War Costs) order,1944,f.w.c, to the Presidents ofDh Gadag,Ranebennur and Haveri Municipalities,for information.

Sd/- x.x.x.x.x
For District Magistrate,Dharwar.

"True copy"
Chief Officer,
R. M.

Copy of clause No.9(1) and (2) of the Government Order No.6331/36 dated 16th June 1944.

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9. (1) The Provincial Government may from time to time on application by a licensee or sanction holder fix by order revised charges and conditions in respect of the licensee's or sanction holder's maintenance of street lighting equipment under any contract, having regard to all relevant circumstances, which in the opinion of the Provincial Government should be taken into account for the purpose.

(2) For purposes of application of a War Costs Surcharge and for the purpose of this order including clause 5 a licensee's or sanction holder's charges for maintenanee of street lighting equipme shall be deemed to be charges for the supply of energy.

"True copy"

Chief Officer,
R.M.

Subject:-Street lighting ~~xx~~ bills.

No.472 of 1944-45.
Municipal office,Ranebennur.
Dated 15/17th Nov.,1944.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To

Messers Manvi Brothers,
Electric Licensees,Ranebennur.

Sir,

I have the honour to inform you that your bills in res| of the Municipal street lighting for the last three months(fro. August to october) still remain un-claimed.I,therefore, request you to arrange to send the bills in question at an early date. It is further requested that the street lighting bills should be sent regularly every month hereafter.

Your obedient servant,
Sd/- S.K.Banagar.
President,
Ranebennur Municipality.

"True oopy"

Chief Officer,
R.M.

Subject:-Ranebennur Municipal Street lighting Bills. 113

No.97 of 1945-46.
Municipal office, Ranebennur.
Dated 29th May 1945.

From
S.K.Banagar, Esq.,
President.Ranebennur Municipality.

To
Messers Manvi Bros.,
Electric Light & Power Suppliers,
Ranebennur.

Sir,

With reference to the seven street lighting bills dated 1st March 1945 for the months of August, September, October, November December 1944 and January and February 1945 forwarded by you, I have the honour to inform you that the General Committee held on 31-3-1945 has resolved that a sum of Rs.2100/- out of your claim of Rs.2346/- for the seven months under reference should be paid as advance under protest pending final settlement of a doubtful point by the Collector of Dharwar who is being referred to.

Meanwhile, I may invite your attention to the fact that the basis of your calculation of the charges for has been temporarily fixed by the Collector of Dharwar under his No.Mun/R.506 of 6-7-1944 pending final settlement of the dispute between you and the Municipality regarding your claim of surcharge at 33⅓ % over the monthly bills in accordance with Government order No.6041/36 dated 11th March 1943. On the basis of a special contract for a period of 7 years the Municipality disputed your claim for surcharge even inspite of the said Government order. I may inform you in this connection that the Nadiad Municipality filed a suit against the Electricity Licensees of Nadiad in the matter of this levy of surcharge and that the district Court of Nadiad has held the Government orders regarding surcharge as Ultra vires.This was also our view.Hence there was a bonafide dispute and I requested you under this office No.108 of 26/27th January 1943 for settlemen of the matter by arbitration,as per clause 17 of the Agreement between you and the Municipality. You intimated that you had appointed Mr.T.V.Koti B.A.LL.B.,Pleader of Gadag as Arbitrator ... your behalf.The Board had appointed Mr.S.K.Hosmani,B.A.LL.B., as Arbitrator on behalf of the Municipality. I requested you more than once to take an early move for settlement of the dispute.Subsequent-ly you did not wait for the Arbitration and abruptly stopped energy for street lighting from the 15th June 1944.The matter was immediately brought to the notice of the Collector of Dharwar who arranged a meeting in his presence on 6th July 1944 in his office and brought about a provisional agreement for calculation of the monthly bills pending settlement of the existing dispute by the arbitration. He communicated this provisional agreement to you under this No.Mun.R.506 of 6th July 1944.According to the said provisional agreement you accepted Rs.6208/- under protest for payment of the bills then due up to 15th June 1944.Subsequently you were paid on the basis of the provisional order for the month of July 1944 also.You did not send the bill for Agust 1944 and onwards though I requested you under this office 472 of 15/17th Nov.1944. You finally sent the seven bills all dated 1st March 1945.Mean while, a circular letter from the Collector of Dharwar under his No.E.L.C.867 of 30th September 1944 forwarding a copy of letter No.6041/36 E1 dated 6th September 1944 from the Deputy Secretary to the Government of Bombay,P.W.D.to all the Licensees was received in this office.This letter mentioned,among other things,that the orders issued in Government Notification No.6041/36 dated 11th March 1943 regarding surcharge at 33⅓ % were cancelled. It further mentions in para 3 that your attention has already been invited to the provisions in clause 9 of the Electricity Supply (Licensed Undertakings War Costs) order 1944.Under the said order, it is mentioned that the provincial Government may on application from the Licensees,fix revised charges.You have not informed the Municipality till now if you have received such order of Provincial Governement fixing revised charges. You have only proceeded to calculate the bill on the Collector's provisional arrangement dated 6th July 1944.But these charges do not hold good by reason of the cancellation of the Government order dated 11th March 1943 regard-ing levy of surcharge,by Government order No.6041-36 E1,dated 6th September 1944,addressed to you by the Deputy Secretary to the Govt of Bombay.

At the time of our personal discussion of the matters, you showed me the Govt.Order No.6331/36 dated 29th Jan 1945 passed ur sub-clause 4 of the Bombay Electricity Supply (Licensed Undertaki -s' War Costs) order 1944 which fixes the War-Cost surcharge at But it appears that this order relates to cases which are not --- covered by special contracts.You will further please note in this connection that clause No9 of the said order provides for fixing revised charges for street lighting by the Provincial Government on an application from the licensees and your attention has alrea been drawn to the provisions of the same in para 3 of the letter No.6041-36-El,dated 6th Sept.1944 of the Deputy Secretary to the Government of Bombay,P.W.D. I,therefore, request you to inform the Municipality whether an application as required by clause 9 was made by you to the Provincial Government and if so a copy of the order by the Government thereon may please be sent to this office.

I also request you kindly to send copies of the following Government orders and letters for the information of the Municipal-ity.

1. Government order No.6331/36 dated 15th Aug.1944.
2. Government letter No.6331/36-El dated 15th Aug.1944.
3. Government letter No.6331/36 El dated 16th June 1944.

Early compliance is requested to enable the Municipality to take further action for the early settlement of the question.

Your obedient servant

Sd/- S.K.Banagar.
President,
Ranebennur Municipality.

"True copy"

Chief Officer,
R.M.

Subject:-Street lighting charges.

No. 170 of 1945-46.
Municipal office,Ranebennur
Dated 30th June 1945.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To,

Messers Manvi Bros.,
Electric Licensees,Ranebennur.

Sir,

With reference to your street lighting bill for the month of May 1945,dated 5-6-1945, I have the honour to invite your attent-ion to his office No.97 of 27-5-1945 and request you kindly to inform the Municipality whether the orders of the Provincial Govt., in this respect under clause 9 of the Bombay Electricity supply (Licensedx undertakings' War Costs) order 1944 have been obtained and if so a copy of the order may please be sent to this office, along with the other information called for in the above letter.

The matter may please be expedited so that the question of payment may be decided early.

Your obedient servant,
Sd/- S.K.Banagar.
President,
Ranebennur Municipality.

"True copy"

Chief Officer,
R.M.

MANVI BROTHERS,
Electric Light and Power Suppliers,
Gadag.
dated 29th June 1945.

To

the President,
Ranebennur Municipality.

Sir,

Subject:-Dispute re: charges for Ranebennur Street lighting.

We are in receipt of your letter No.97 of 29th May 1945 and have to reply you as under:-

At the outset we like to draw your attention to the provis-ions of Bombay Act.No.XIII of 1945 published in the Bombay Govern-ment Gazette part IV dated 12-5-1945 which validdates the surcharge imposed by the Government in their notification No.6041/36 dated 11-3-1943 and the contention raised in para 2 of your letter does not hold good.Our right to levy surcharge at 33⅓ in accordance with the above order is therefore confirmed and your agreement that the said surcharge is not applicable to the street lighting contract between us has absolutely no force.Further the clause (17) of the Agreement referes to disputes arising out the terms of the Agree-ment,to which only its scope is limited & thus the dispute regard-ing surcharge which is sanctioned by Government under the Defence of India Rules,cannot come within the scope of that clause.We are however ready to abide by the decision of arbitration as we realise that it is suicidal to estrange the relations with the Municipality which is a public body having aims at safeguarding the interest of the general pub.

As regards the provisions of clause 9 of the Bombay Electricity Supply(Licensed Undertakings' War Cost) order to wh you refer in para 3 of your letter,we are of opinion that under that clause the Provincial Government has power to raise only the charges of maintenance street lighting equipment apart from the charges for energy consumed. You will observe from the terms of our Agreement that the maintenance charges are to be borne by us exclusi-vely,only charging a rate of As.4½ per unit based on the No. of lights & hours of lighting prescribed in clause (2)(a) of the Agreement.Thus the question of referring the matter to Govt. under clause 9 of the Bombay Electricity Supply(Licensed Undertakings' War Costs) order 1944,does not arise. In the circumstances above referred to you are requested to reconsider the matter and let me know the action you propose to take at an early date.

Copies of Govt.order No.6331/36 dated 15-8-1944 and Govt.letter of the same No. and date are enclosed for your informa-tion.

Thanking you.

Yours faithfully,
For Manvi Brothers,
Sd/-V.R.Bulla.
Manager.

"True copy"

Chief Officer.
R. M.

Subject:-Street lighting charges.

No.204 of 1945-46.
Municipal office,Ranebennur
Dated 12th July 1945.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality

To

Messers Manvi Bros.,
Electric Licensees,Ranebennur

Sir,

With reference to your letter dated 29th June 1945, sent per registered post, I have to invite your attention to the Collect -or of Dharwar's letter No.Mun/R.605 of 3rd July 1945 addressed to you directly. You will please note that the Collector also has advised you to obtain the orders of the Provincial Government as required under clause 9(1) and (2) of the Bombay Electricity Supply (Licensed Undertakings' War costs) order 1944 of 16th June 1944. It is under these orders that the levy of surcharge is regulated.The orders that you now quote in your present letter as empowering you to claim surcharge at 33⅓% do not apply to charges for street-light -ing.You further say in para 2 of your letter that clause 9 of the Bombay Electricity supply order 1944 does not arise on the ground that it holds good only to the charges of maintenance of street-ligh -ing equipment apart from the charges for energy consumed. I reque you kindly to read clause 9(1) and (2) of the said order over agai and realise that under sub-clause (2),charges for the supply of - energy are included.It is as clear as day-light that surcharges for street-lights have to be fixed by the Provincial Government on application by the Licensee under clause 9(1) and (2) of the order under reference. I have not objected to surcharge as such.But I ha only drawn your attention under this office No.97 of 29th May 1945 to state if you have obtained orders for the same as per clause - 9(1) and (2). If not the same may please be obtained and surcharge on the street-lighting bills claimed accordingly.

It may further please be noted that you have not beer able to supply energy till dawn at present.Still you are claiming charges on the basis of minimum hours which is clearly in admissib as pointed out by the Collector in his letter referred to above. Under the circumstances,it seems necessary for you to apply to the Provincial Govt., to fix revised charges for street-lighting expla -ing therein your present position fully.The whole matter with its present complications of minimum hours of supply etc.,may therefor please be submitted to the Govt., and their orders obtained in the matter at an early date.

Even as regards the charges for the office building light you may please note that the Collector has advised you not to trea the Municipality as a retail consumer and claim minimum monthly - charges, as this would contravene clause 8 of the Agreement betwee you and the Municipality. It is more than a month since the office building has been cut off from supply of energy.Such attitude on your part is most objectionable to say the least.There are better and honourable ways of getting any dispute settled to mutual - advantage and convenience.This is a second instance ofstopping en -rgy so peremptorily on your part without waiting for recourse t more agreeable ways of mutual agreement. Please see if the supply of energy for building lights is resumed pending settlement of th bills by arbitration as advised by the Collector also.

In fine, I request you once again to realise that the Municipality is ever ready and willing to pay the bills both for street lighting and the buildings lights provided you convince the Municipality that they are admissible under orders of the Government and can be legally claimed.So far as we see, the law is against you as also advised by the Collector.It now lies with you to take the necessary move in the right direction and claim only legally admiss- -ible charges.

"True copy"

Chief Officer,
R. M.

Your obedient servant,
Sd/- S.K.Banagar,Preside
Ranebennur Municipality(nt

123

MANVI BORTHERS,
Electric Light and Power Suppliers, Gadag.

Gadag, 11-7-1946.

To

The President,
Ranebennur Municipality.

Subject:-Dispute between the Ranebennur Municipality and the Company regarding payment of charges for street lighting etc.

Sir,

We herewith beg to enclose a true copy of the Government letter received under No.7738/36-El(1) dated 29th June 1946 in respect of Minimum charges and surcharges to be levied.

We further enclose the statement of account for the amount to be received from you in respect of street lighting and Building lights which total comes to Rs.10103-1-4. Please arrange to pay the amount at an early date.

Awaiting your kind early reply.

Yours faithfully,
For Manvi Bros.,
Sd/-V.R.Bulla.
Manager.

Copy forwarded to the District Magistrate, Dharwar for information

"True copy".

Chief Officer,
R. M.

125

Public Works Department,
No.7738/36-El.(I) Bombay Castle,29th June 1946.

From

The Deputy Secretary to the Government of Bombay,
Public Works Department.

To

S.A.Manvi,Esquire,
Licensee,The Ranebennur Electric License,1937,
Gadag.(District Dharwar.

Subject:-Dispute between the Ranebennur Municipality and the Company regarding payment of charges for street lighting,etc.

Dear Sir,

I am to refer to the following four points raised in your letter,dated the 6th December 1945, on the subject mentioned above and to observe as in paragraph 2 below:-

(1) Whether the right of the Company to levy charges on the basis of the minimum number of hours fixed in clause 2(a) of the agreement with the Municipality is in order;

(2) Whether the right of the Company to levyx surcharge at 33⅓% in accordance with Government order No.6041/36,dated the 11th March 1943, in the case of street lighting, is in order;

(3) Whether the contention of the Municipality that the rates embodied in the agreement for street lighting can be revised by Government under clause 9 of the War Costs Order,1944, is correct;

(4) Whether the War Costs Surcharge can be levied on the energy charges for the street lighting calculated on the basis of the minimum number of hours.

2. The replies to points 1,2 and 4 above are in thex affirmativ
With reference to points 3, I am to inform you that under clause 9(1) of the Bombay Electricity supply (Licensed Undertakings' Warx Costs) order 1944, Government can revise charges and conditions only in resp ct of <u>maintenance of street lighting equipment</u> and no for the <u>supply</u> of electric energy for street lighting.

Yours faithfully,
Sd.D.N.Daruwala
For Deputy Secretary to the Governme-t
of Bombay,Public Workd
Department.

" True copy"
Chief Officer,
R. M.

Ranebennur Details of the Street light Account

Month	Minimum Units.	Amount.	Surcharge	Total amount
		From September 1942 to March 1943.		
1942				
September	1137	Rs.319-12-6		Rs.319-12-6
October	1137	Rs.319-12-6		Rs.319-12-6
November	1137	Rs.319-12-6		Rs.319-12-6
December	1137	Rs.319-12-6		Rs.319-12-6
1943 Jan.	1137	Rs.319-12-6		Rs.319-12-6
February	1137	Rs.319-12-6		Rs.319-12-6
March	1137	Rs.319-12-6		Rs.319-12-6
		Rs.2238-7-6		Rs.2238-7-6
		From April 1943 to March 1944.		
1943 April	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
May	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
June	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
July	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
August	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
September	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
October	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
November	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
December	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
1944 Jan.	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
February	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
March	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
		Rs.3837-6-0	Rs.1279-2-0	Rs.5116- 8-0
		From April 1944 to March 1945.		
1944 April	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-6
May	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-6
June	568	Rs.159-14-3	Rs.53-4-9	Rs.213-3-0
July	660	Rs.185-10-10	Rs. 61-14-3	Rs.247-9-1
August	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
September	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
October	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
November	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
December	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
1945 Jan.	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
February	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
March	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
		Rs. 3543- 6-1	Rs.1181-2-0	Rs. 4724-8-1
		From April 1945 to March 1946.		
1945 April	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
May	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
June	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
July	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
August	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
September	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
October	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
November	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
945 December	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
1946 Jan.	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
February	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
March	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
		Rs.3837- 6-0	Rs.1279-2-0	Rs.5116-8-0
		From April 1946 to June 1946.		
1946 April	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
May	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
June	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
~~July~~		Rs. 959- 5-6	Rs.319-12-6	Rs.1279-2-0

C.O.

129

Details of the Ranebennur Street light Account total.

From September	1942	to March 1943	Rs.2238-7-6
From April	1943	to March 1944	Rs.5116-8-0
From April	1944	to March 1945	Rs.4724-8-1
From April	1945	to March 1946	Rs. 5116-8-0
From April	1946	to June 1946	Rs.1279-2-0
		Grand Total	Rs.18475-1-7

The following amount has been received from the Municipality Ranebennur:-

On 14-7-1944	Rs.6208-0-0
On 5-9-1944	Rs. 192-3-6
On 31-3-1945	Rs.2100-0-0
	Rs.8500-3-6.

Grand Total bill is Rs.18475-1-7

Received part of bill Rs.8500-3-6

Total due Amount Rs. 9974-14-1

E.& O.E.

Therefore kindly pay the amount Rupees Nine Thousand nine hundred and seventy four annas fourteen and pie one only.

"True copy"

Chief Officer,
R. M.

Yours faithfully,
For Manvi Bros.,
Sd/-V.R.Bulla, Manager.

Street lighting charges for actual consumption of energy at the agreed rate of 0-4-6 per unit.

From September 1942 to June 1946.

Month		Units of energy consumed.	Amount.	Surcharge.	Total
September	42.	1077	Rs.302-14-6		
October	"	850	Rs.239- 1-0		
November	"	933	Rs.262- 6-6		
December	"	858	Rs.241- 5-0		
Jan.,	43	753	Rs.211-12-6		
February	"	555	Rs.156- 1-6		
March	"	707	Rs.198-13-6		
		5733	Rs.1612- 6-6		Rs.1612-6-(
April	43	597	Rs.167-14-6	Rs.55-15-6	
May	"	789	Rs.221-14-6	Rs.73-15-6	
June	"	595	Rs.167- 5-6	Rs.55-12-6	
July	"	722	Rs.203- 1-0	Rs.67-11-0	
August	"	689	Rs.193-12-6	Rs.64-9-6	
September	"	694	Rs.195- 3-0	Rs.65-1-0	
October	"	927	Rs.260-11-6	Rs.86-14-6	
November	"	801-	Rs.225- 4-6	Rs.75-1-6	
December	"	802	Rs.225- 9-0	Rs.75-3-0	
Jan.,	44	738	Rs.207- 9-0	Rs.69-3-0	
February	"	653	Rs.183-10-6	Rs.61-3-6	
March	"	689	Rs.193-12-6	Rs.64-9-6	
		8696	Rs.2445-12-0	Rs.815-4-0	Rs.3261-0-0
April	44	614	Rs.172-11-0	Rs. 57-9-0	
May	"	627	Rs.176- 5-6	Rs. 58-12-6	
June	"	196	Rs. 55- 2-0	Rs. 18-6-0	
July	"	625	Rs.175-12-6	Rs. 58-9-6	
August	"	1141	Rs.320-14-6	Rs.106-15-6	
September	"	1120	Rs.315- 0-0	Rs.105-0-0	
October	"	1133	Rs.318-10-6	Rs.106-3-6	
November	44	1114	Rs.313- 5-0	Rs.104-7-0	
December	"	1068	Rs.300- 6-0	Rs.100-2-0	
Jan.,	45	1095	Rs.307-15-6	Rs.102-10-6	
February	"	1093	Rs.307- 6-6	Rs.102-7-6	
March	"	802	Rs.225- 9-0	Rs. 75-3-0	
		10628	Rs.2989- 2-0	Rs. 996-6-0	Rs.3985-8-0
April	45	804	Rs.226-2-0	Rs.75-6-0	
May	"	748	Rs.210-6-0	Rs.70-2-0	
June	"	1000	Rs.281-4-0	Rs.93-12-0	
July	"	989	Rs.278-2-6-	Rs.92-11-6	
August	"	955	Rs.268-9-6	Rs.89-8-6	
September	"	792	Rs.222-12-0	Rs.74-4-0	
October	"	926	Rs.260-7-0	Rs.86-13-0	
November	"	1030	Rs.289-11-0	Rs.96-9-0	
December	"	841	Rs.236- 8-6	Rs.78-13-6	
Jan.,	46	1376	Rs.387-0-0	Rs.129-0-0	
February	"	735	Rs.206-11-6	Rs.68--14-6	
March	"	831	Rs.233-11-6	Rs.77-14-6	
		11027	Rs.3101-5-6	Rs.1033-12-6	Rs.
April	46	850	Rs.239-1-0	Rs.79-11-0	
May	"	861	Rs.242-2-6	Rs.80-11-6	
June	"	837	Rs.235-6-6	Rs.78-7-6	
		2548	Rs.716-10-0	Rs.238-14-0	Rs.955-8-0

Grand Total:-

1942-43(7 Months)	Rs.1612-6-6
1943-44	Rs.3261-0-0
1944-45	Rs.3985-8-0
1945-46	Rs.4135-2-0
1946-47 (3 months)	Rs. 955-8-0
	Rs.13949-8-6

Amount as per licensees' present claim Rs.18474-13-6
Amount as per above statement Rs.13949- 8-6
Excess to be paid by the Municipality . . . Rs. 4525-5-0

Subject:-Ranebennur Municipality and Manvi Bros.,Electric Supplyes.

No.Mun.R.506. Dharwar,25th August 1943.

To

The Manager,
Manvi Bros.,Electric Supplies,Gadag.

With reference to your letters dated 15.6.43 and 22-7-43, I have the honour to state that your presumption that the Municipality has bound itself to pay on the basis of the minimum hours of ply for street lighting irrespective of whether the energy has been supplied for the numbers of hours or not, is apparently not correct. Clause 2(a) of the Agreement lays down that the number of lighting hours in a year shall not be reduced below 1800.From the papers it is seen that the Municipality is quite willing to consume the energy for the minimum number of hours agreed and your company expressed inability in view of the embargo laid by the District under the orders of Government. In the circumstances, you cannot insist upon payment of any deficit,in the cost of energy for the minimum hours fixed because the inability of the Municipality to consume energy for the guaranteed minimum hours is not due its unwillingness or refusal, but mainly due to your inability to supply energy to that extent in view of the embargo referred to above.Hence the monthly minimum charge should be adjusted in proportion to the hours of supply and the energy supplied.The agreement in respect of payment of minimum charges should be modified and reduced to the present hours of supply with effect from date on which the embargo was given effect.The bills may be corrected accordingly and the proper dues claimed from the Municipality.
O.C.Signed by Collr.

Sd. x.x.x.x.
For Collector of Dharwar.

Copy W.Cs.to the President,Ranebennur Municipality.

"True copy".

Chief Officer,
R. M.

Sd/- x.x.x.x
For Collector of Dharwar.

Enclosures:-

1. Copy of Resolution No.63 of 23-7-1946.
2. Copy of No.P.O.L.S.R.143 of 8-9-1942 from D.M.,Dharwar.
3. Copy of this office No.527 of 8/9th -12-1942.
4. Copy of letter dated 4-7-1943 from the Licensees.
5. Copy of Clause 17 of the Agreement between the Municipality and the Licensees.
6. Copy of Clause No.2(a) of the Agreement between the Municipa -ity and the Licensees.
7. Copy of this office No.381 of 19-9-1942.
8. Copy of letter dated 14-9-1942 from the Licensees.
9. Copy of " " 16-9-1942 " " "
10. Copy " " " 2-10-1942 " " "
11. " " " " 4-11-1942 " " "
12. Copy of this office No.445 of 25/28-10-1942.
13. " " " " No.464 of 31-10-1942.
14. Copy of letter dated 15-6-1943 from the Licensees.
15. Copy of this office No.103 of 26/27-6-1943.
16. Copy of No.6041/36 of 11-3-1943 from the Secretary to Govt., of Bombay,P.W.D.
17. Copy of this office No.353 of 10-10-1943.
18. Copy of letter of 29-3-1944 from the Licensees.
19. " " " " 25-5-1944 " " "
20. Copy of No.Mun/R.506 of 6-7-1944 from the Collector of Dharwar.
21. Copy of No.6041/B.& El. of 29-9-1943 from the Secretary,P. -D.Government of Bombay.
22. Copy of this office No.233 of 13-7-1944. Dy.
23. Copy of No.6041/36-El of 6-9-1944 from the Secre tary Government of Bombay.
24. Copy of Clause No.9(1) and (2) of the Governmnt order No- -6331/36 of 16-6-1944.
25. Copy of this office No.472 of 15/17-11-1944.
26. " " " " No. 97 of 29-5-1945.
27. Copy " " " No.170 of 30-6-1945.
28. Copy of letter ~~Nox~~ of 29-6-1945 from the Licensees.
29. Copy of this office No.204 of 12-7-1945.
30. Copy of letter of 11-7-1946 from the Licensees.
31. Copy of No.7738/36-El(1) of 29-6-1946 from the Dy.Secreta P.W.D.,Government of Bombay.
32. Copy of Statement of the street light Account from the Licensees.
33. Statement showing the street lighting charges for actual consumption of energy at the agreed rate of 0-4-6 per unit.
34. Copy of No.Mun/R.506 of 25-8-1943,from the Collector of Dharwar.

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Subject:- Ranebennur Municipality and Messers Manvi Bros., Electricity Licensees,
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Dispute between the

No. 380 of 1946-47.
Municipal office, Ranebennur.
Dated 14 -9-1946.

From

S. K. Banagar, Esq.,

President. Ranebennur Municipality.

To

The Deputy Secretary

to the Government of Bombay, P.W.D.,

Secretariate, Bombay.

Sir,

With reference to your letter No. 7738/36-El(I) dated 29th June 1946 addressed to S.A.Manvi Esq., Licensee, The Rane--bennur Electric License, 1937 Gadag (Dharwar District) a copy of which has been forwarded by the Licensee to this office, I have the honour to state that the matter was considered by the Municipality at its General Meeting held on 23-7-1946. The Municipality has resolved that the whole matter under dispute and the Municipal view regarding the questions at issue should be placed before your honour as it is feared that the Licensee have not placed before you the other side at all. A copy of the G.C.Resolution No. 63 of 23-7-1946 is enclosed herewith for favour of reference. If necessary, the opinion of the -- Remembrancer for Legal Affairs may please be obtained in the matter. The cost in this connection will be borne by the - Municipality if that is found necessary. The questions at - issue between the Municipality and the Licensees are as shown below. The views of the Municipality as well as those of the Licensees with regard to each question are placed along with the questions at issue:-

1. The first question regarding which the dispute arose is with regard to the Licensees' claim to receive minimum charges with regard to the street-lighting bills though the minimum of lighting hours as per Agreement entere

into in 1940 with the Licensee assured at 1800 lighting hours per year was cut short to about 1200 hours per year under order of the Collector of Dharwar by restricting the hours of lighting to 12.30 mid-night only every night. It may please be noted that the Agreement was entered into with effect from 1-4-1940. Clause 2(a) of the Agreement provides that the number of lighting hours in a year should not be reduced below 1800. On this yearly minimum, the monthly minimum of 150 lighting hours was derived and the lighting schedule was issued to the Licensees to make up this monthly minimum of 150 lighting hours on an average, the hours of lighting varying from 140 hours to 160 hours according to the daily variations in moon-rise and moon-set in a month. During the darker half of a month, the lights would be till 5-30 A.M. in the morning when the lighting hours would be 11. During the bright half, the hours would be proportionately reduced, there being no lights at all on the New Moon day. With these variations, the minimum of 150 lighting hours in a month was maintained by the Municipality by means of the lighting schedule issued month to month in advanee for due observance by the Licensees on eac lighting day in the succeeding month.This practice was follow-ed upto September 1942. From this period, the lighting hours were reduced to about 100 hours per month as a consequence of the order of the District Magistrate,Dharwar under his No.P.O. -L.S.R.143 of 8-9-1942 (copy enclosed) whereunder he restrict-ed that the electric lights should go off by 12.30 mid-night. Despite this restriction of lighting hours to 100 hours per month, the Licensees began to prepare their monthly lighting bills basing their calculations on the minimum of 150 lighting hours as per terms of the Agreement. The Municipality protested that charging for more hours bevond the actual period of consumption of electricity for purposes of street-lighting was unjustifiable, as the minimum had been brought down under orders of the District Magistrate for reasons for which the Municipality is not responsible. The bills were therefore,withheld. The Licensees paid no heed to the protest

and continued to send their bills as before.They were request-ed under this office No.527 of 5/9th December 1942 to get the matter settled by arbitration. They replied in their letter dated 4th July 1943 that no arbitration was necessary as there was no dispute because their view only was right Inspite of such clear dispute, and inspite of the request of the Municipality to get the matter settled by arbitration as provided under clause 17 of the Agreement,they remained unmoved, and continued to send their monthly bills for a minimum of 150 lighting hours. A copy of this office No.381 of 19th September 1942 in reply to letter No.Nil dated 14th & 16th September 1942 (copies enclosed) from the Licensees - are enclosed herewith. It may please be noted that the claim of the Licensees for charging for the minimum number of - lighting hours despite the fact that this minimum has been reduced under orders of the Government as a consequence of the abnormal conditions of War and not for any causes attributable to the Municipality has been disputed right from the beginning This is still the view of the Municipality.The Licensees have been questioning this view as can be seen from copies of their letters dated 2nd Oct.,1942 and dated 4th Nov.,1942(copies - enclosed) and the replies from this office under No.445 of 25/28th Oct.,1942 and No.464 of 31-10-1942. Again copies of the Licensees' letter dated 15-6-1943 and this office No.103 of 26/27th June 1943(copies enclosed) throw further light - regarding question at issue.

But your answer to question No.1 under your letter No.7738/36-E1(1) dated 29th June 1946, is in favour of the Licensees' right to levy charges on the basis of the minimum number of hours fixed in clause 2(a) of the Agreement. I fear the whole question at issue regarding the minimum fixed by the Agreement which has subsequently been reduced under orders of the District Magistrate, has not been fully represented to you by the Licensees. If the Licensees' claim were to be admitted, the Municipality would be forced to pay much in excess for no fault of theirs. I,therefore,request you kindly to reconsider this question over again in the light of the correspondence

-submitted herewith.

2. Secondly, as regards the question of Surcharge, at 33⅓ per cent in accordance with Government orders No.6041/36 dated the 11th March 1943, it may please be noted that the Municipality, of course, first felt that in view of the special Agreement entered into for a period of 7 years with the Licensees, extra charges beyond those leviable under the terms of the Agreement were not justifiable. However, the Licensees were asked under this office No.353 of 10th Oct., 1943 (copy enclosed) to get the dispute regarding payment of such surcharge settled by arbitration as required under Clause 17 of the Agreement. The Licensees first refused reference of the matter to arbitration and began to send their bills including sur-charge. Payment of the bills were witheld. They finally intimated in letter dated 27-7-1944 (copy enclosed) their willingness to arbitration in the matter. But no definite action was taken by them in the matter for getting the matter settled. On the contrary, they sent a letter dated 25th May 1944 (copy enclosed) alleging that the Municipality had kept the bills in arrears and that they would stop current for street-lights by the middle of June 1944. This was a peramptory step on his part, that he should seek recourse to such a drastic measure with a corporate body who have been showing him all curtsy and consideration but are not submitting to his fiats and dictatorial claims. This is entirely with a view to see that public money is not spent to pay unjustifiable and exhorbitant claims unless the Board felt convinced of the justice and legality of such claims. The Licensees should have given 7 days' Notice for stopping the current as required under Sec.24 of the Bombay Electricity Act. He did not give any such Notice. He probably thought that his letter of 25th May 1944 referred to above was itself a notice. He abruptly stopped current from 15th June 1944. I brought the matter to the notice of the Collector of Dharwar immediately who arranged a Meeting at his office on the 6th July 1944 and passed provisional orders under his No.Mun/R. of 6th July 1944 (copy enclosed) that payment on the basis of the Government letter -

-letter P.W.D.No.6041/B &'El,dated 29-9-1943 should be made in respect of bills from September 1942 to 15th June 1944 leaving certain other matters for settlement by arbitration. According to his orders a sum of Rs.6208/- was paid to the Licensee in July 1944 and he was requested under this office No.233 of 13-7-1944 to get the other matters settled by - arbitration. But he did not take any such action.Subsequently a copy of letter No.6041-36-El,dated 6th September 1944 from the Deputy Secretary to the Government of Bombay,P.W.D.,was received in this office through the District Magistrate, Dharwar. I-t was advised in para 3 of the said letter that the Government letter No.6041/33-El dated 29th September 1943 and 14th October 1943 relating to Surcharge on bills for supply of electricity were cancelled and that as regards street-lighting attention was invited to the provisions in clause 9 of the Bombay Electricity Supply(Licensed Under--takings War Costs)Order 1944 vide paragraph 2 of Government letter No.6331/36-El dated the 16th June 1944.The said - clause 9 of the order empowers the Provincial Government on application by a licensee to fix revised charges and condit--ions for maintenance of the street-lighting equipment etc., and sub-clause 2 explains that for purposes of application of a War Costs Sur-charge for and for purposes of the said orders, the licensees' charges for maintenance of street--lighting equipment shall be deemed to be charges for the supply of energy.For purposes of ready reference the said clause 9(1) and (2) is reproduced herein below:-

9. (1) The Provincial Government may from time to time on application by ~~a~~ a licensee or sanction holder fix by order revised charges and conditions in respect of the licensee's or sanction holder's maintenance of street lighting equiptment under any contract having regard to all relevant circumstances which in the opini-on of the Provincial Government should be taken into account for the purpose.

(2)For purposes of application of a War Costs Surcharge and for the purpose of this Order including

clause 5 a licensee's or sanction holder's charges for maintenance of street lighting equipment shall be deemed to be charges for the supply of energy.

Probably due to these orders, the Licensee stopped sending their bills for about three months.They were asked under this office No.472 p111 of 17th November 1944 to send the same and also send the monthly bills month to month. They remained silent till March 1945 and sent bills for seven months from August 1944 to February 1945(inclusive) on 17th March 1945.These bills were calculated on the basis of the Provisional orders of the Collector dated 6th July 1944 noted above. As the Government orders which formed the basis for calculation on those lines were cancelled, the Licensees were requested under this office No.97 p113 of 29th May 1945(copy enclosed)to inform this office whether they have obtained orders of the Provincial Government under Clause 9 of the latest order under reference.But they paid no heed and sent their bills for May 1945 on the same old basis. They were,therefore, reminded under this office No.170 p117 of 30th June 1945 to intimate if they had obtained necessary orders under clause 9 of the Government order dated 16th June 1944 under reference above. They replied under thier letter No.Nil p119 dated 29th June 1945 (copy enclosed)to this office letter dated 29th May 1945 among other things that no such order were necessary. But they were again requested to note under this office p121 No.204 of 12th July 1945(copy enclosed)that it was these latest orders that were in force with regard to surcharge and they had to be followed and that they should apply if they had not already done so, under clause 9(1) & (2) to the Provincial Government to fix revised charges etc.,with regard to surcharge.They remained silent inspite of repeated reminders. Only recently they have forwarded along with their letter p143 dated 11-7-1946(copy enclosed a copy of your letter No.7738/36-E1(1) p145 dated 29th June 1946. The letter was placed before the General Committee held on 23-7-1946 for consideration. The Committee has resolved that the amount of Rs.18474-13-6 claimed by the Licensees should be

-paid under protest in due defference to your orders and that the whole dispute should be fully placed before you again for reconsideration as it is felt that the Licensees have not - placed all the relevant facts relating to the dispute before you. A copy of G.C.Resolution No.63 of 23-7-1946 is enclosed herewith for favour of reference.

I,therefore,appeal to you kindly to re-consider your decisions contained in your letter dated 29th June 1946 under reference in the light of the facts now placed before you - relating to the points under dispute between the Municipality and the Licensees. It may please be noted that the Municipality holds the opinion as detailed below with regard to the four questions considered by you under your letter dated 29th June 1946 addressed to Messers Manvi Bros.

(1) The right of the Company to levy charges on the basis of the minimum number of hours fixed in clause 2(a) of the Agreement has been restricted under orders of the District Magistrate,Dharwar under his No.P.O.L.S.R.143 of 8-9-1942,under which the lighting period has been cut down to 12.30 mid-night As a result of those orders for which the Municipality is not responsible, the minimum of 150 lighting hours per month could not be maintained as the lighting hours were reduced only to 100 hours per month on an average.The Municipality is not bound to pay for energy which is not consumed at all. It is ready to pay only for the energy actually consumed.This view has been endorsed by the Collector of Dharwar under his No.Mun/R.506 of 25-8-1943 (copy enclosed)

(2) The Municipality feels that the latest orders of Government under No.6331/36 dated 16-6-1944 hold good with regard to levy of surcharge.The Licensees are basing their clai on the orders dated 11th March 1943. Upto 16th June 1944 the - old orders dated 11th ~~June-1944~~ March 1943 prevailed [illegible] Municipality can pay surcharge at 33⅓ per cent ove for electric energy actually consumed and not calculated on the uniform consumption of mini per month as wrongfully claimed by the Lic

I have consulted legal advisers and their opinion supports me in our view of the whole matter as explained above. The excess amount has been paid only in due defference to your present letter and that too only under ptotest. It has to be re-claimed in a Court of Law.The matter shall have to be submitted to a Civil Court if only your opinion would be -- contrary to the strictly legal contentions of the Municipality. I,therefore, request you once again kindly to consider the whole matter in the light of the correspondence submitted herewith and pass necessary orders which,it is hoped,would include orders for refund of the excess amount paid to the Licensees in accordance with your present orders.An early favour is requested.

Your obedient servant,

President,

Ranebennur Municipality.

Enclosures:-

As per next page.

Submitted through the Collector of Dharwar.

No.Mun.S.R. 506
Dharwar,2nd October 1946.

Submitted to Government in the Public Works Department with reference to their letter P.W.D.No.7738/36-El(I) of the 29th June 1946.

Collector of Dharwar.

P. W. D.
File No. 7738/36
Serial No. 40677

El. Br. cls

The Ranebennur muny. requests Govt. to reconsider the orders issued in G-L. No. 7738/36-El. cls, d. the 29-6-46, as, according to the muny., they are one-sided. It may be stated in this con. that the G.L. quoted above was issued after full consideration. All the points at dispute were taken into account — vide, O.N. d. the 14-1-46. The El. Engr. and the S.L.A. were also consulted in the matter. The present letter from to contain any fresh point for consideration. Since, however, the muny. intends to refer the matter to a civil court the El. Engr. to Govt. may see these p/ps. once again for remarks, if any, before a reply is given to the muny.

23-10-46.

28 X 46

U.O. to El. Engr. Dist d 28-10-46

Below U.O.R. No.7738/36 dated the 28th October 1946, from Government in the Public Works Department.

No.L-64/ 3744 of 1946

Bombay, 25th November 1946.

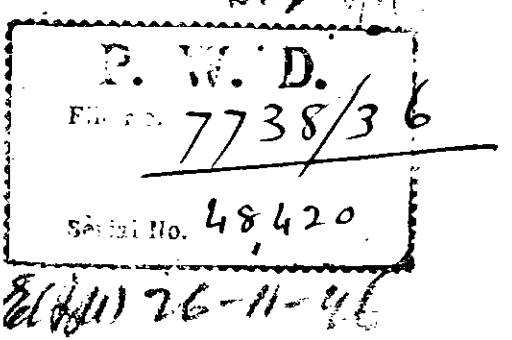
Returned with compliments.

2. The letter from the President, Ranebennur Municipality does not put forward any new points for consideration but simply deals at greater length with the original points of dispute. As the decision of Government was arrived at after consultation with the Remembrancer of Legal Affairs and is of general nature affecting the rights of other licensees supplying electricity for public lights, there seems no reason to reconsider the matter and the President be informed accordingly.

Electrical Engineer to Govt.

L.M.

E² (1) 26-11



E(Edn) 26-11-46

ST 159

Subject:-War Costs Surcharge and Street lighting charges at Ranebennur.

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No. 569 of 1946-47.
Municipal office, Ranebennur.
Dated 9th -12-1946.

From

S.K.Banagar, Esq.,
President, Ranebennur Municipality.

To

The Assistant Secretary,
to the Government of Bombay,
Public Works Department,
Secretariat, Bombay.

Sir,

With reference to your letter No.7738/36.Elect, dated the 14th Oct.,1946 acknowledging receipt of this - office No.380 dated the 14th Sept.,1946 submitted through the Collector of Dharwar, I have the honour to request you kindly to expedite disposal of the matter in dispute. It may please be noted that the Electricity Licensees i.e., Messers Manvi Bros., are further submitting their monthly bills for street lighting charges on the same disputed basis. The bills for the subsequent months of July, August, September and October 1946 having been received, all of them amounting to Rs.1,705-8-0, at the disputed calculation of the Licensees have been similarly paid under protest, pending disposal of the questions at issue placed before you. Further bills also have to be paid under protest until final instructions are received from you.

The question of refund of the excess amount of Rs.4,525-5-0 already paid to the Licensees as intimated to you under this office No.380 of 14th Sept.,1946, and of all excess payments made time to time subsequently may please be considered.

Early disposal of the whole matter under reference is solicited.

Your obedient servant,

President,
Ranebennur Municipality.

PW 76/11

E1(1)- 14/12

Dy 14/12

P. W. D.
File No. 7738/36
Serial No. 51207

F.P.I
mw
sub

14-12-46

Below letter No. 569 dated 9-12-1946 from the President Ranebennur Municipality.

No.Mun-S.R. 506
Dharwar, 6 /12/1946

Submitted to Government in the Public Works Department in continuation of this office No.Mun-S.R. 153 506 dated the 2nd October 1946 for favour of passing early orders in the matter.

Collector of Dharwar.

El. Br. (I).. P.W.D.

Submitted with Sl. No. 48420 b157

Attention, in this connection is invited to the O.N. dated the 23.10.46 p155 and the El. Engr's remarks on p157 ante. The draft put up may issue if approved. p165

CH
9.1.47

D.S

9/1/47

Secy(I)

Br. 24/11 El(I) 1/1/47

Letter r. incl. Enclt

773/3. Br. 1/1/47

163 7738/36/52064

No. 7738/36-Bl.(I). P.W.D.,

B.C. 10th January 1947.

To

The Collector of Dharwar

Sub: Dispute between the Ranebennur Municipality and the Coy. regarding payment of charges for street lighting, etc.

Ref: Correspondence ending with your endorsement p161 No. Mun-S.R.506, dated the 16th Dec. 1946.

2. The Ranebennur Municipality may please be informed that pp56-57 G.L. No. 7738/36-Bl.(I), dated the 29.6.1946, has been issued after full consideration of all the points at dispute mentioned by the Municipality in its letter p152-153 No. 380, dated the 14.9.1946, and that there is, therefore, no case for the reconsideration of the same.

D.A.-Nil

By Order of the G. of B.,

Copy forwarded for information to the Bl. Engr. to Govt. with ref. to his p157 No. L-64/3344, dated the 25th November 1946.

11.1.47
6

9.1.47

ISSUED
On 11/1/47
cmf. 11/1. D.S.

9/1/47

Subject:-Agreement between the Ranebennur Municipality and Messers Manvi Bros.,Electricity Licensees,Ranebennur;
Renewal of -------- from 1-4-1947.

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No. 837 of 1946-47.
Municipal office,Ranebennur.
Dated 23 -3-1947.

From

S. K. Banagar,Esq.,
President,Ranebennur Municipality.

To

The Collector & District Magistrate,

Dharwar.

Sir.

I have the honour to bring to your kind notice the fact that the 7 years' period of Agreement for supply of electri--city for Municipal street-lighting entered into in 1940 between the Municipality and the Messers Manvi Bros.,the Licensees, - expires by 31-3-1947. For reasons stated in this letter,it may please be noted that no fresh Agreement can be effected before the end of this month so that the licensees could continue to supply electric energy for street-lighting from 1-4-1947. Under the circumstances, I request you kindly to serve a Notice on the Licensees,in the interest of public safety, not to stop supply of energy for Municipal street-lighting from 1-4-1947 until the proper authorities decide the matter. A representation is made to the Hon'ble Minister,P.W.D., and the Hon'ble Minister,Local Self-Government,Government of Bombay.Their decision is awaited Pending their decision and pending final settlement in the matte continuation of supply of energy under the existing terms and conditions is indispensable. If the Licensees stop supply, the public will be seriously inconvenienced for want of street-ligh -ing. No other arrangement is possible at this stage for want o kerosene-oil. I,therefore, appeal to you kindly to compel the licensees to continue supply of energy until the matter is decided by the higher Authorities. Under the clause 4 of the Agreement, the Municipality is at liberty to renew the Agreemen for a further period of seven years upon like terms or condition

or upon terms and conditions mutually agreed to by the Municipality and the licensees. by giving the licensees twelve months' previous notice. or the Agreement is terminable by the Licensees giving twelve calendar months previous written notice to the Municipalit

The Licensees served on the Municipality a Notice in March 1946. It may please be noted that the Municipality has experienced a most uncompromising and hostile attitude from the Licensees during the period of the 7 years for which an Agreement was entered into in 1940. I have kept you duly informed time to time regarding such attitude resulting in dead-locks and serious inconvenience to the Municipality and the general public. Even inspite of your instructions more than once regarding amicable settlement of the points of dispute, the Licensees paid no heed and continued their dictatorial attitude as a result of which the Municipality has been forced to pay heavily excessive charges beyond what is reasonable and legal under the terms of the Agreement.They even went to the length of cutting off supply of energy for street-lighting for one month from 15th June 1944, thus causing serious inconvenie -ce to the public. Further, they have cut off energy for the lights in the Municipal office building from 2-6-1945 on a flimsy excuse that apart from the Agreement between the Municip- -ality and the Licensees which covers both the street-lights and the Municipal building lights, the Municipality should have a separate Agreement for the Building lights as in the case of private consumers in the Town. The Municipality adhered to their view that they can not have two Agreements, one as a wholesa- consumer, and the other as a retail consumer as one and the same Agreement would embody and cover both the purposes - street- -lights as well as building lights. Not agreeing to this view, the Licensees have had recourse to the drastic measure of stopp- -ing supply of energy for the Municipal office building lights with effect from 2-6-1945. There were other minor matters of dispute with regard to fixing the corner lights of higher wa at the centre whenever the Municipality directed the License

But the licensees refused to comply. It may please be noted that in cases of dispute, clause 17 of the Agreement provid a course of mutual arbitration. The Licensees were invited settlement of such disputed questions by arbitration. They never agreed though such a course of action has been definite provided for in the existing Agreement.

The main point of dispute as a result of which the Municipality has had to pay unwarrantable and excessive charg to the extent of more than Rs.5,000/- needs some explanation i detail.

Under clause 2(a) of the Agreement, a minimum number of 1800 lighting hours per annum was agreed upon. Upto 15th Sept.,1942, this minimum was properly adhered to. During that year, you were pleased to restrict the lighting hours in this town to only 6 hours from 7.30 p.m. to 12.30 mid-night by your order under No.P.O.L.S.R.143 of 8-9-1942. As a result of these orders, the Licensees could not supply energy for street-light beyond 12.30 mid-night. Naturally the minimum of 1800 lighting hours for street-lighting as per Municipal street lighting Schedule month to month fell far short as there was not street -lighting beyond 12.30 Mid-night. The consequence of such restriction in lighting hours due to War Conditions should hav been for the Licensees to claim charges only for the actual energy consumed as also provided under clause 13 of the Agreement. Instead, they began to levy charges for the whole of 1800 minimum lighting hours calculated on a monthly average of 150 lighting hours. Obviously the charges being objectionabl and unjustified, the Municipality protested against such claim. Further, the Licensees began to claim surcharge over the monthly bills to the extent of 33⅓ p.c. Their claim in this respect not being in accordance with the provisions of the War Costs Surcharge order of the Government of Bombay issued time to time from 1941 on wards, this claim also was protested by the Municipality on the ground that they should obtain orders from the Provincial Government as required under clause 9(2) of the War Costs Surcharge Order of 16th June 1944. But they did not comply and insisted on the contrary that what

-what they claimed was right. The bills were witheld. The Licensees applied to the Deputy Secretary to the Government of Bombay P.W.D., and got a reply in their favour. On receipt of a copy of the said order, the Municipality which was not consult-ed at all by the Deputy Secretary, was approached for reconsi-deration of the whole matter under this office No.380 of 14-9-1946 submitted through your office. He stuck to his previo-us opinion. As a result, the Municipality has had to pay abnormally excessive charges to the extent of about Rs.6000/-. The Municipality feels that on reference to a Court of Law, the Board would have justice in favour of the Municipal view point and thus get the refund of the excessive amount paid to the Licensees. The Board is considering the question of filing a suit for refund of the said amount.

Meanwhile, the 7 years' period of Agreement is due to expire on 31-3-1947. The Municipality was prepared to enter into a fresh Agreement with suitable modifications in the existing Agreement. This decision of the Municipality was conveyed more than once to the Licensees though not in writing. But the Licensees kept silent over the question of a fresh Agreement till 27th Feb.,1947 when they wrote to the effect that they would be glad to begin fresh negotiation by requesting the Board to propose fresh terms.

I accordingly invited the Licensees to a personal discussion on the whole question on 9-3-1947 and placed some alternative clauses and additional clauses (copy enclosed) for embodiment in the fresh Agreement. They undertook to send a reply in writing by Saturday the 15th instant. Accordingly they have sent their reply (copy enclosed). On a perusal of both, you will realise that no fresh Agreement is possible before end of the current month. It is for this reason that I request you kindly to arrange temporarily continuation of supply of energy on the existing conditions pending disposal of the matter by Government.

The reasons for the following additional clauses proposed by the Municipality (as per copy enclosed) are as stated below:-

2. (a) The additional words in 2(a) are necessary to make the point about the wattage of lights more explicit.

2. (c) The additional words make the clause more clear

2. (d) This is necessary for provision of additional lights whenever required

4 (a) In the existing Agreement, the period of further renewal on fresh Agreement is 7 years. The new proposal is to make it only 3 years as in view of the probable rapid development of electrification in the Country and the consequent cheapness and other facilities, it would not be advisable to bind down the Municipality for a long period of 7 years.

4. (b)(i) and the proviso at the end:- These are in keeping with the declared policy of the Government of Bombay with regard to nationalisation or Municipalisation of public utilit concerns like electricity, transport etc.

6. (h) The additional words are proposed with a view to make the existing clause more clear so that the licensees should have no scope to evade the fixing of the corner lights in the centre or at any other convenient situation as per directions of the Municipality. On account of the refusal of the licensees during the present period so to comply, there has been a dispute. To avoid such dispute, the additional words seem necessary.

The Municipality propose the coninuation of the present rate of 0-4-6 per unit. Further the addition of words " The payment for energy consumed for lighting of Municipal buildings ----- ----- clause " have been found necessary as the licensees want to treat the Municipality a retail consumer for the building lights, and as a wholesale consumer for the street-lights, and insist on a separate Agreement for the building lights just as in the case of private retail consumers of energy. The uniform rate for both the street-lights and the building lights have been specified/this clause and payment should also be made on the readings of meters installed in the municipal buildings. If this were not so, the licensees would demand minimum charges of Rs.2-8-0 p.m. as in the case of private consumers even though the energy

consumed is less than such minimum. This has been the case for several months in the present period as the office building lights except one in the front varandha would not be kept - burning beyond 9 p.m.,usually.,On account of such claim for minimum charges of Rs.2-8-0 though the charges were less as per readings of the meters, there has been a long standing dispute between the Municipality and the licensees. The licensees have ~~been~~ taken drastic measure of stopping the current for the offi building lights for nearly 2 years from 2-6-1945. To avoid such dispute, the Municipality thinks it necessary that the charges for building lights should be paid on the meter readings as in the case of the street-lights, and that both should come under one and the same Agreement.Hence the additional words have been proposed.

8. (a) This is proposed in view of the probable inclusion of Ranebennur in the Electric Grid system facilitating supply of electricity at cheaper rates.

11. The additional proviso below sub-clause (b) is deemed necessary to prevent the licensees to take exclusive beneficial advantage of the conditions of War or such other calamities at the cost of the Municipality by claiming charges for the agreed minimum of lighting hours though the actual energy consumed is far below as a result of these abnormal circumstances beyond the control of the licensees or of the Municipality either. On account of such a fantastic claim during the course of the present Agreement, there has been a prolonged dispute and the Municipality has paid to the licensees extra charges to the extent of about Rs.6,000/-. To avoid any such contingency, clarification of the clause by the proposed addit--ional words is deemed essential.

18 Under the existing Agreement, there was no penal clause for safeguarding the rights of the Municipality by means of a clause by way of security for proper discharge of the lighting work on the part of the licensees. Such security clauses are invariably included in contract bonds with regard to all works executed by contractors for the Municipality. This defect in the existing Agreement is sought to be made good by

the proposed additional clause.

But it may please be noted from the reply of the licensees that they do not agree to the inclusion of these clauses. Serially considered, the licensees reply to the Municip--al proposals may be stated to be as follows:-

2 (a) They propose that at least six new lights or more should be demanded at a time and that a written notice not less than one month is necessary.

2. (d) The words " in the area now ~~and~~ supply " are omitted. This is immaterial.

4. (a) The licensees want the period of a fresh Agree--ment to be 7 years and not 5 years as proposed by the Municipal--ity.

4. (b)(i) The licensees do not agree to the inclusion of this clause regarding the eventual purchase of the concern by the Municipality.

4. (b)(iii) In place of one year's notice, the licensees propose 6 months for the Notice.

6. (h) The licensees say that placing of the corner lights in the centre is costly and troublesome. The proposed clause is not acceptable to them. They are, however, willing to carry out such work at the cost of the Municipality.

8 The licensees propose the rate of 0-5-0 per unit as against 0-4-6 as proposed by the Municipality. The rate of 0-4-6 per unit is very high by itself as it was fixed during War time in 1940. It needed a further reduction. But the old rate ha been proposed to be retained for the present in view of the - possible reduction as a result of the Grid System or such other Government measure for cheaper electrification in the near future. The Municipality also bears in mind the unchanged conditi--ons of scarcity of materials even though War has ceased. So, 0-4-6 per unit for the present is fairly high and reasonable for both parties, and should on no account be increased. Further they propose to charge on the basis of the monthly minimum rather than for the actual energy consumed. They also include sub-charges. Regarding the charges for building lights, they insist on a - separate Agreement, and do not agree to the inclusion of the -

the clause proposed by the Municipality in this regard.

8. (a) In case of probable introduction of the Elect -c Grid System, the Licensees want a joint representation (The Municipality and the Licensees) to the Electrical Engineer. If the Licensees may not subsequently agree to put in such joint representation, the Municipality would be precluded to refer t matter by itself alone, and thus forego the benefits of the Gr System. As proposed by the Municipality the representation by the Municipality only is necessary

11. (a) In place of a fine of 0-4-0 per light not ligh the licensees propose 0-2-0. This is hardly adequate. The Muni -pal proposal of 0-4-0 is considered necessary.

11.(b) proviso. The Licensees do not agree to the p... inclusion of the proviso which is, from Municipal point of view, most essential for avoidance of the unending disputes that have marred the existing agreement by way of unjustifiable claim of charges for the agreed minimum hours of lighting, though they ar unable to supply energy

The Municipality feels that the proposed additi... -nal proviso is indispensable.

18. The licensees do not agree to the inclusion of the penal clause. But this is fair and reasonable as the Munici- -pality insists on such security clause with regard to all - contracts, and is permissible under the Indian Contract Act.

In addition, the Licensees further propose - certain changes in their reply marked as "B". Serially considered they are as stated below:-

2. (b) The licensees demand Rs.10/- for fitting if the location of a light is to be changed. This is un-necessary.

3. (c The licensees demand Rs.10/- per pole in case the poles are to be shifted to the edge of the road as a result of subsequent road-widening operations. This is unjust and - un-reasonable and based on exploitations of public funds. The Board can not agree to this. The original clause requires the licensees to do such work at their cost. The original clause is reasonable and should stand.

6. (a) The licensees propose that all fittings of brackets,bulbs etc.. should be of the existing type. But the Municipality proposes that they should be of the types to be approved by the Municipality.

6. (f) The licensees propose to omit the word "stolen" which is necessary. It is to be admitted that the licensees can not be held responsible for the theft of the bulbs. But pending inquiry into the theft, there is the risk of the lighting on the particular pole being stopped indefinitely unless a fresh bulb is replaced. Unless specially instructed by the police to stop lighting, the licensees should not shirk the responsibility of lighting.Therefore, the bulb should,in such cases, be replaced.

7. The licensees say that they do not agree to this clause regarding ornamental lights etc. But the retention of the original clause is felt necessary

12 The licensees propose that the bills should be calculated purely on meter readings. But the existing clause includes also the flat-rate system by way of corrective and may be retained as it is. Both the methods of calculation are deliberately included in the original Agreement. It is possible as a result of monthly Meter reading method that the licensees may allow the lights to be burned for more than the scheduled time and claim extra charges based on the larger consumption of energy without the consent of the Municipality. The flat rate system acts as a check on such tendency on the part of the licensees who would always stand reminded that they would not gain by more readings of the meter for lights kept burning for longer hours than the time fixed as per Municipal lighting schedule month to month. By virtue of the flat rate system acting as such a check and a corrective, the present clause including both the methods of calculation must stand.

The other suggestions by way of changes in the remaining clauses proposed by the licensees under this "B" section are unimportant and superfluous. The original clauses in the existing Agreement are clear and sufficient and the Municipality do not feel that there is any need for making the changes

in them as suggested by the licensees.

In conclusion, it may please be seen that even in the matter of renewal of the Agreement with suitable changes so as to ensure smooth working and avoid conflicts, the licensees are not amenable to reason. They dictate their own terms which are harmful to the public interest as has been explained above, during the 7 years of the existing Agreement. Fresh Agreement on such terms is not possible. Therefore the General Committee held on 22-3-1947 has resolved that the whole matter should be represented to the Government of Bombay in the Public Works Department and the Local Self-Government Department for purposes of final decision. The Municipality is also prepared to abide by arbitration if Government suggests such a course both to the Municipality and to the Licensees.

I am accordingly proceeding to Bombay to place the whole problem before the Hon'ble Ministers. Meanwhile, I request you kindly to serve a notice to the Licensees at a very early date calling upon them not to stop supply of energy but to continue the supply for Municipal purposes on the terms and conditions of the existing Agreement until Government pass orders in this regard. Such a measure is imperative in the interest of public safety, as otherwise, the town will have no street-light-ing from 1-4-1947. I request you once again kindly to help the Municipality by taking such necessary action at a very early date in public interest.

A copy of G.C.Resolution No.178 of 22-3-1947 is enclosed herewith.

Your obedient servant,

Sd. S.K. Bomayar

President,
Ranebennur Municipality.

Enclosures:-

1.Copy of G.C.Resolution No.178 of 22-3-47.
2.Copy of the terms proposed by the Municipality.
3.Copy of the reply dated 14-3-1947 from the Licensees.

Copy of Resolution No.178 passed in the G.C.held on 22-3-1947.

Read and considered

Report of Sub-Committee appointed by the General Committee for consideration and report regarding measures to be adopted for Municipal Street-lighting from - 1-4-1947 in view of the uncompromising attitude of Messers Manvi Bros., licensees for supply of electricity.Ranebennur during the 7 years' period of the existing Agreement entered into in 1940 between the Municipality and the Licensees.

Resolved

that in view of the impossibility of a fresh Agreement being entered into between the Municipality and the licensees on account of uncompromising attitude in their reply to the protective clauses proposed by the Municipality on 9-3-1947 for inclusion in the fresh Agreement with a view to safeguard Municipal interests from the recurrence of the - unaccomodating attitude shown time to time by the licensees so far,

1. the President should be requested to approach the Collector and District Magistrate of Dharwar to serve a Notice on the Licensees in the interest of public safety to continue to supply electric energy from 1-4-1947 under the existing terms until the question of a fresh Agreement is finally disposed of.

2. and that a deputation of the following municipal councillors - 1.Mr.S.K.Banagar,(2) Mr.G.D.Naik,(3) Mr.Gafarkhan Guranni,(4) Mr.C.C.Pattanshetti,(5) Mr.M.B.Kattimani, should wait upon the Hon'ble Minister,P.W.D., and the - Hon'ble Minister,Local Self Government,Government of Bombay at a very early date and represent the whole problem regarding the fresh Agreement toggther with the uncompomising attitude of the licensees during the 7 years' period of the existing Agreement with a view to facilitate an early and amicable settlement of the question by their kind intercession in this regard.

and further resolved

3. that in case no satisfactory arrangement is effected with regard to continuation of street-lights with electric energy by 31-3-1947 even as a temporary measure with the kind help of Government, a Sub-Committee of --- 1.Mr.Gafarkhan Guranni,(2) Mr.M.B.Kattimani,(3) Mr.C.C.Pattanshetti,(4) Mr.C.S.Gaddadguli,(5)Mr.N.M.Hosangadi, should be appointed to suggest definite ways and means for making suitable arrangements for street-lighting without electricity from -- 1-4-1947.

Proposer:-Mr.A.S.M.Tadakimath.
Seconder:-Mr.B.T.Guddad.

Carried nem con.
" True copy "

Chief Officer,
Ranebennur Municipality.

Alterations and additions proposed in the Street-lighting Agreement between the Municipality and Messers Manvi Brothers.

---00---

Clause

2.(a) to alter the power of any one, many or all the street-lights in the Municipal area provided however that they never require the licensees to reduce the minimum wattage of lights below the minimum as detailed hereunder:-

1. 267 of 20 watts or of a higher wattage upto 50 watts.
2. 26 of 60 watts or of a higher wattage upto 75 "
3. 7 of 100 " or of any higher wattage.

(c) All the above will be according to the needs and at the discretion of the Municipality as expressed by a written notice served by the Municipality on the company.

(d) The Municipality shall have power for the instal-ation of additional lights in the area now under the street-lighting scheme and also in any area in the Municipal limits where the Company have their poles.cables and arrangements for the supply of electric energy.Such lights shall be in addition to those enumerated under Sub-clause(a) above.These shall be installed within a period of three calendar months after a notic to do so is served on the Company.These lights will be on the same terms and conditions as those contained in this Agreement.

4.(a) This agreement shall be in force for a period of 3 years from the first day of April 1947.

(b) At the expiry of the period of 3 years the Municipality shall be at liberty to

(i) by giving two years' previous and written notice to the Company under section 7(1) of the Indian Electricity Act of 1910 purchase if it so desires the electrical concern as a public utility concern at a cost settled by private negotiation and approved by Government or at a price arrived at by the Electrical Engineer to Government, or

(ii) renew this Agreement for a further period of 3 years upon like terms or conditions or upon terms and conditions mutually agreed to by the Municipality and the licensees,by giving the licensees twelve months previous written notice.

(iii) The agreement shall be terminable by the licensee

by giving twelve calander months previous written notice to the Municipality,provided however if none of these written notices (i) and (ii) above are given, the agreement automatica--lly continues for a further period of three years on the same terms and conditions as in this agreement,including this -- condition.

Provided however, if there be a legislation by Govern--ment regarding the nationalization of industries and the - Municipality is empowered to purchase the electrical concern there-under, the Municipality shall have full power to purchase the concern forth-with and the period stipulated in the above condition shall have no force and shall not come in the way of the Municipality.

6.(h) on corners or on cross roads or on junctions of roads the licensees shall place if so required by the Municipal--ity the light in the centre of cross roads or at such other convenient situation directed by the Municipality in writing so as to serve the Municipal purpose better;This will apply to lamps of any wattage what-so-ever with regard to which such a notice is given in writing.The work shall be carried out with--in a week of the serving of the notice on the company.

8. The Municipality shall pay to the licensees a rate of 0-4-6 per unit used for the purpose of street lighting and for Municipal buildings such as Municipal office,Dispensary Dharmashala,Municipal Reading room etc., as well as Toll Nakas and fans and radios as well.The wiring of these Municipal buildings will however be done at the cost or the Municipality. The payment for energy consumed for lighting of Municipal build--ings shall be made only according to the readings of Meters installed in the buildings there being no question of any minim--um charges for energy supplied according to this clause.

(a) If during the period of this agreement the town of Ranebennur comes within the area of the Electric Grid Syste or of any other scheme of supply of cheap electrical power to the company. the Municipality shall be entitled to get a reduct--tion in the rates contained in clause 8 above. On a represent--ation of the Municipality the matter shall be referred to the

- the Electrical Engineer to the Government of Bombay whose decision on the point shall be final.

11.(a) Subject to (b) below, if one or more street -s have not been lighting the licensees shall light them no later than forty eight hours from the hours of receiving wr -en intimation rrom the Municipality to that effect,failing which deductions by way of penalty shall be made from the licensees' bill at four annas per lamp per night or part th -of after the expiry of the said forty eight hours.

(b) The Municipality is not entitled to claim an penalty for stoppage or interruption of supply of energy ca by occurances such as cyclones,floods,storms,earthquakes,ri civil disturbances, line cuts,break-down or machinery,delib -e and malicious destruction of the licensees' property,war Act of God,King's enemies or other circumstances beond the control of the licensees.

In case however owing to any one or more causes enumerated above the company fail to supply or are preven from supplying electric energy to any street-light or l during the hours of street-lighting as per programme gi the Municipality to the company so as to reduce the tot lighting hours of any such light or lights below the mi as fixed in clause No.1 sub-clause (a) given hereinbefore Municipality shall not liable to pay the charges as deter from the calculations of the minimum lighting hours but pay for the energy actually supplied as measured from th or meters measuring the current actually supplied to the or lights so affected.

18. The licensees shall deposit a sum of R with the Municipality by way of security regarding pro satisfactory fulfilment of the terms of the agreement, amount should be be repayable at the termination of th -ment without interest.Regarding non-fulfilment of any the agreement or any other instructions to be issued t time in pursuance of the Agreement,the licensees shou penal amount as may be fixed by the Municipality.In c non-payment of the penal amount or non-fulfilment of

the terms of the Agreement. the deposit or any part of it as may be decided upon by the Municipality shall be forfeited and fresh deposit upto the maximum of Rs.1500/- credited by the --- licensees.

Sd S.K. Banager

President.

Ranebennur Municipality.

Manvi Brothers,Electric Light & Power
Suppliers,Gadag.

Dated 14th March 1947.

To

The President,
Ranebennur Municipality,
Ranebennur.

Subject:- Street-lighting Agreement.

Sir,

With reference to your street-lighting Agreement which has forwarded to us with alterations and additions we have to inform you as under:-

Noted the alterations xx suggested we can not agree to them as they are. All you say that the lights are to be given by the Company for the fresh terms when as our Agreemen is for the maintainance of existing lights. So, the Company has made suitable proposals in place of your suggested altera -tions and call the 'A

In the same changes are suggested in the existing alteration and this is called 'B'.

Please note that the Agreement will be for street- -lighting only and not for building-lights fof the Municipali For which let us enter into a seprate Agreement.

If these terms are agreable you will kindly write to us we will come and execute the necessary Agreement, and the things will go on from 1-4-1947 under the new Agreemen Please note if nothing is done to bring into existance new Agreement before 31st March 1948, there will be no street- lights of the company burning from 1-4-1947 as the old Agree- -ment will come to an end on 31st March 1947.

For building lights if you keep them burning from 1-4-1947 onwards, you will be treated as our ordinary custome under our license.

Agreement for street-lighting can not be made for less than seven years as per I.E.Act VIII (Schedules).

Yours faithfully,

For Manvi Brothers,
Sd. M.R.Bulla.
Manager.

"True copy"

Chief Officer,
R. M.

Newly proposed Agreement.

Clause

2.(a) There are at present 294 street-lights as detailed below:-

8 lights of 100 watts.

24 lights of 60 watts.

5 lights of 40 watts.

257 lights of 20 watts.

The Company shall supply six new lights or more.if require by the Municipality of from 20 watts to 100 watts as demanded by the Municipality.These new lights shall be supplied according to the nee -ds and at discretion of the Municipality as expressed by a written notice not less than one month served by the Municipality on the Company.

2.(d) The Municipality shall have a power for the installation of new lights in the area of the Municipal limits where the company have their poles,cables and arrangements for the supply of electric energy.The new lights shall be installed within a period of three calender months after a notice to do so is served on the Company. These new lights will be on the same terms and conditions as those contained in the Agreement.

4.(a) This Agreement shall be in force for a period of seven years upon like terms and conditions mutually agreed between the Municipality and the License

4.(b)1. We can not agree.

4.(b)2 Renew this Agreement for a further period of seven years upon like terms and conditions mutually agreed between the municipal- -ity and the licensee.

4.(b)111. This agreement shall be terminable by the licensee by giving six callender months previous written notice to the Municipal- -ity,proovided how-ever,if none of these written notices 1& 2 above are given, the Agreement automatically continues for a further period seven years on the same terms and conditions as specified in this Agreement.

Remaining items are not necessary.

6.(h) Is more in-convenient,costly and trouble-some to arrange than useful so it can-not be done,If how-ever required it will be installed and maintained at the cost of the Municipality.

8. The Municipality shall pay the licensee at the rate of ~~As.50~~ As.5/- per unit for the purpose of street-lights plus the surcharge and other charges imposed by the Government from time to time, such charges and surcharges shall be cal-culated on the basis 150 hours per month until the removal of Government restrictions on the supply of Diesel-oil.After such removal the minimum hours of supply shall be 150 hours per month or 1800 per year.

8.(a) If during the period of this Agreement the town of Ranebe-ur comes within the area of "The Electric Grid System or of any other scheme or supply of Cheap Electrical power to the Company" the Municipality shall be entitled to get a reduction proportionate in the rates on a representation by the both the parties(Municipal and the Licensee) to the Electrical Engineer to the Government of Bombay whose decision on the point shall be final.

11.(a) Subject to (b) below:- If one or more street-lights have not been lighted,the Licensee shall light them not later than 48 hours from the hours of receiving written intimation from the Municipality to effect.failing which deductions by way of penalty shall be made from the Licensee's bill at the rate of As.2/- per lamp per night or part there-off after the expiry of the said 48 hours.

11.(b) The Municipality is not entitled to claim any penalty for stoppage or interruption of supply of energy caused by occuarances such as cyclones.floods.storms,earth-quakes,riots,civil-disturabances,line-cuts,break-down of machinery,deliberate and malicious distruction of the licensees' property,war,Act of God,King's enemies or other circumstances beyond the control of the licensees.

Remaining to be ommitted.

18. We can not agree.

"True copy"

Chief Officer,
Ranebennur Municipality.

Changes in the existing Agreement.

The licensee shall keep ready all mains in working order for the purpose of supplying electrical energy for street-lighting.

2. & a. Already explained in A.

2.(b). To change the location of any of the street lights fittings from pole to pole a charge of Re.1/- per fitting per time will be charged. If the fitting does not come on the poles erected by the licensee labour charges will be charged for the poles to be erected on the new site.

3. Already carried-out.

3.(a) Provided however, that any Municipal property so used shall be restored to its original conditions or repairs except for the poles and cables and such other apparatus required for lighting system as are required to be kept as they are for the purpose of electric lighting.

3.(b) The licensee shall plant their poles at the edge of the road and lanes as far as possible to suit their convenience of their running electric wires required as per rules.

3.(c) In case of road widening by the Municipality the licensee shall within a period of the months after the written notice has been given by the Municipality shift the poles coming within the roa way to the edge of the road-way at the cost of the Municipality ie.e Rs.10/- per pole or the labour charges as may vary from time to time.

4.(a)(b)&(i)(ii) already explained.

5. The Municipality shall advise the licensees at ~~a~~least eight days before the commencement of every month as to the time when the lights are to be put on and off, the licensees being responsible for th observance of the schedule so given.

6. The licensee shall during the period of this agreement maintain~~s~~ installation in working order for the purpose of street lighting.

6.(a) Use the water-tight fittings and reflectors for the new street-lights as per the type of the existing fittings. The bulbs will be used for street-lighting available in the market provided the maker agrees~~s~~ to put the mark over the bulb "Public lamp or Municipal bulb" so as to distinguish them from the bulbs of the private owners.

6.(b)(c) Not necessary

6.(b) Will be cleaned when required.

6.(e) Light and extinguish the street-lights as per schedule.

6.(f) Replace the bulbs when burnt out or broken when asked to do so in writing of the Chief Officer.When the bulbs fail to give service of the specified capacity within 48 hours from the hour of receiving the intimation from the Municipality.

6.(g)(h)(i)&(j) already explained and.not necessary often.

7. The Municipality get the work done themselves at their own cost

8. The Municipality shall pay to the licensee at the rate of As.5/-per unit for the energy required for street-lighting only.

9. The current used during the months for the street lighting shall be measured by means of meters which shall be kept in a locked place.duly sealed by the Municipality and the licensee.The meter readings in respect of street-lighting shall be taken by the repre-sentative of the licensee in the presence of the representative of the Municipality,on the first day of each month and recorded in his presence.

10. The meters shall be tested by the licensee at the Govern-ment laboratory and found deffective the charges should be met by the parties.

11.(a) Subject to (b) already explained.

12. The bills will be caliculated at the rate mentioned above. for the units shown in the meter reading.This clause shall come into force after restriction on diesel-oil supply etc.,is removed.

13. All bills on meter reading checked and caliculated and corrected if necessary in connection with the supply of electric energy to the street-lighting will be sub-mitted montly and the amount such bills will be paid within seven days of their sub-mssion. If the Municipality fails to pay the bills within fifteen days of the submission of the same the licensee shall serve a notice under section 24 of the I.E.Act, in writing upon the Municipality demanding the payment within seven days the licensee shall be entitled to charg-e interest 6% annum which interest becomes due after fifteen days from the date on which it is received in the office,and the licensee shall in addition without the prejudice to any other rights or reme-dies which they may have be at liberty to set off the supply and

the Municipality shall be liable to pay to the licensee all damages sustained by them and all expenses in connection there-with and with the renewal of supply.

14. The licensee shall carry aut all work with due care and cautious and shall not cause any damage to any Municipal proerty, if they do any such damage to the Municipal properties they shall make the good the loss to the Municipality.

15. Not necessary.

16. The rights and obligations of the parties under the Indian Electricity Act(IX of 1910) and several amendments thereto.

17. In case of a dispute between licensee and the Municipality for the matter contained in the agreement or interpretation or the meaning of the clauses shall be referred to arbitration under the arbitration act.But one arbitrator shall be appointed by each side in case these arbitrators disagree,The matter or matters of differ--ance shall be referred to the Civil Court as a special case under the provisions of the Civi Procedure Code.Each party shall bear the expenses.

13(a) The Municipality shall not withold the company's monthly bills on the ground of any dispute(if there be any dispute it shall be settled independantly and adjustments made.)

9. Until the removal of the restrictions on supply of diesel--oil this clause shall be utilised to check whether the supply as schedule is regularly given by the Company.

5.and 6(e) Shall come into force after removal of the restrictions of the supply of diesel-oil.Subject to removal of all Government restrictions on the supply of diesel-oil etc... until that restriction is in force the company shall not bound to supply energy for street -lights after mid-nights.

"True copy

Mangalam

Chief Officer,
Ranebennur Municipalit

Subject:-Agreement for Municipal Street-lighting.

No. 840 of 1946-47.
Municipal office, Ranebennur
Dated 24-3-1947.

From

S. K. Banagar, Esq.,
President, Ranebennur Municipality.

To

The Hon'ble Minister
for P.W.D.,
Government of Bombay,
Secretariat, Bombay.

I have the honour to bring to your kind notice the fact that the problem of Municipal street-lighting from 1-4-47 in this Town is likely to be most adversely affected as a result of the hostile and uncompromising attitude of Messers Manvi Bros., Licensees for supply of electric light and power for Ranebennur town. The licensees first erected their Powe: House in this town by 1940, and commenced supply of electric energy for street-lighting and private lighting. For purposes of street-lighting, an Agreement was entered into between the Municipality and the Licensees for a period of 7 years. The said period is about to expire by 31-3-1947. A fresh Agreement has to be entered. Negotiations in this respect having been commenced, I see no hope of a fresh Agreement being fixed up by 31-3-1947 as explained at length in the accompanying copies of my letter No. 837 of 23-3-1947 addressed to the Collector and District Magistrate, Dharwar. On account of such dictatorial and unbusiness-like attitude, the Licensees took advantage of the existing Agreement, and claimed exhorbitantly excessive charges from the Municipality beyond what is reasonably and legally admissible to the extent of Rs.6,000/-. Further, they stopped energy for street-lighting for some time in 1942. They have stopped energy for the Municipal office building lights from 2-6-1945 onwards. With a view to avoid any such possibilities, in future, better terms for safeguarding Municipal interests

and prestige were proposed to the licensees. But they are not prepared to accept the same. As a result there is every likelihood of a break-down in the negotiations. I, therefore, request you kindly to give a sympathetic consideration to the whole matter and intercede in the benevolent interest of the public of Ranebennur and advise the licensees to come to amica-ble settlement with regard to the fresh Agreement for a further period from 1-4-1947. It may please be noted that the Municipality is prepared to abide by the decision of arbitrators if such a course would find favour with you. The licensees may please be advised accordingly. Much better than arbitration, I would prefer orders from Government as the licensees have not paid any heed to the request of the Municipality to get the various points of dispute settled by arbitration as provided in clause 17 of the existing Agreement.

Pending orders in this regard, I request you kindly to compel the licensees by means of an urgent Notice to be served by the Collector & District Magistrate, Dharwar, in the interest of public safety, for continuation of supply of energy for Municipal street-lighting from 1-4-1947, as otherwise, the town will very likely go without street-lights from that date.

I am proceeding to Bombay for a personal inter-view as the problem is most pressing and urgent and impossible of easy solution. Your kind help and guidance are felt indispen-sable. I will personally place the whole matter before you for favourable consideration and disposal. The Municipality has resolved accordingly at its General Committee held on 22-3-47. A copy of G.C.Resolution No.178 of 22-3-1947 is submitted herewith.

Your obedient servant,

President,
Ranebennur Municipality.

Enclosures:-

1. Copy of G.C.Resolution No.178 of 22-3-47.
2. Copy of letter No. 837 of 23-3-1947 addressed to the Collector & District Magistrate, Dharwar together with its accompaniments.

7738/36/14746. £2b

El. Br:

P. W. D.
Acknowledged under

G.L. No. 7738/36-El. dt. the 3-4-47

3-4-47.

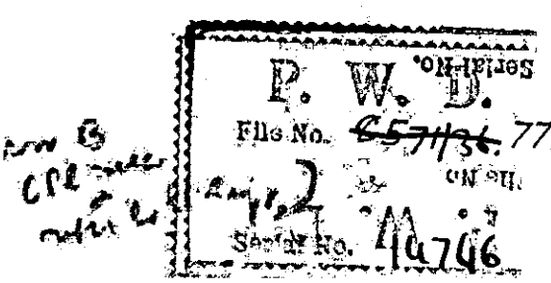
3/4/47

3/4/47)

For CAS

Issued

El 2b



7738/36/14746

El. Br.

P. W. D.

The facts of the case are as mentioned in the following paras.

2. There is a long-standing dispute between the Ranebennur Munic. and the Supply Co. re: the payment of street lighting charges etc. Various points at dispute, refd. to Govt., by both the parties were fully considered in this Deptt. in consultation with the El. Engr. (p. 473-157) and the R.L.A. (p. 63) and nec. action in the matter was taken — vide, G.L.S. Nos. Nos. 7738/36-El.I, d. the 29-6-46 (pp. 56-57) and the 10-1-47 (p. 163) respectively, and proceedings on pp. 43-55 and pp. 155-157 ante

3. In con. with street-lighting at Ranebennur, the Munic. entered into an agreement (pp. 205-219) with the Supply Co. in 1940 for a period of seven years. In accordance with cl. 4(ii) (p. 206) of that agreement, the licensees served, on the Munic., a notice in March 1946. The said agreement thus stands terminated on the 31-3-47.

The question now at issue is the execution of a fresh agreement for st. lighting between the above two parties. Having failed to come to a mutual understanding with the licensees the Munic

requests for Govt. help in the matter and proposes to decide the matter by arbitration.

5. So far the dispute relates to the price to be charged by the licensee and to be paid to him for energy supplied for the public lamps and the mode in which those charges are to be ascertained the matter can be determined by arbitration under cl. XII of the Schedule to the I.E. Act. The other points of dispute will have to be settled perhaps by mutual agreement between the two parties.

6. With refee. to "A" on pag ante, it is observed that in absence of any agreement between the Municy. & the Co. and without knowing the views of both these parties Govt. cannot, perhaps, compel the licensee under any law to light the streets at Rainbennur.

7. As directed by the Secy. (I), the El. Engr. may be requested no. to submit at an early date, a full report of the dispute in question. If necy., he may call the two parties, gather the facts by personal discussion and then submit his remarks to Govt.

(1.5.37)

Subject:- Agreement for street lighting at Ranebennur.

No.57 of 1947-48.
Municipal Office, Ranebennur
Dated 24th April 1947.

From:

S.K.Banagar, Esq.,
President, Ranebennur Municipality.

To:

The Electrical Engineer,
to the Government of Bombay,
P.W.D.Offices, Churchgate St.,
Fort, Bombay.

Sir,

With reference to your letter No.L.64/117 dated 10th April 1947, I have the honour to inform you that the Collector of Dharwar to whom a copy of the letter addressed to the Hon'ble Minister was also forwarded, took prompt action and arranged a Meeting at his office on the 1st instant between me and Mr.S.A. Manvi, Proprietor Manvi Bros., the Electricity Licensees. The Collector sincerely tried his best to effect an amicable settlement in respect of the Agreement for a fresh period of 7 years from 1-4-1947. A copy of the notes of the meeting was sent to this office and to the Licensees. As regards some minor points which the Collector left for us to settle among ourselves, the Licensees were invited for a meeting at the Municipal office on the 7th instant. The points were discussed and mutually agreed upon and a draft Agreement embodying the points settled by the Collector as well as the points settled mutually was drawn up and placed before the General Committee of the Municipality held on the 8th instant. The meeting approved the draft agreement. So, it may please be noted that the matter regarding the fresh agreement has for once been settled.

It may also be noted that one of proposals discussed at the Collector's office on the 1st instant, related to the question of purchasing the Electrical Concern by the Municipality by giving two years' notice to the Licensees under Sec.7(1) of the Indian Electricity Act of 1910 and purchase it, if it so desired as a public utility concern at a cost settled by private negotiation and approved by Government or at a price arrived at by the Electrical Engineer to the Government. The Licensees did not agree to the inclusion of this clause in the fresh Agreement from 1-4-1947. On thorough discussion over the proposal the point was omitted on the understanding that the subject should be placed before Government through the Collector of Dharwar for consideration and definite instruction in the matter. A reference in this matter is being duly submitted to Government.

Your obedient servant,

Sd/-
President,
Ranebennur Municipality.

Enclosures:-

1. Copy of letter No.MUN.R.506 dated 1st April 1947 from the Collector of Dharwar.

No.Mun.R.506.
Dharwar,1st April 1947.

Subject:- Renewal of agreement between the Ranebennur Municipality and Messrs Manvi Brothers, Electricity Licensees,Ranebennur.

Reference:- Letter No.837 dated 23-3-1947 from the President, Ranebennur Municipality.

Memo of agreement on the disputed points reached between the President, Ranebennur Municipality and Messrs. Manvi Bros., in the Office of the Collector, Dharwar on 1-4-1947.

Present: Collector of Dharwar.
President,Ranebennur Municipality.
Sanitary Inspector,Ranebennur Mumicipality
Mr.S.A.Manvi
The Manager,Ranebennur Electricity Co.

It was agreed as follows:-

1. The charges for street lighting would be raised to 5 annas per unit.

2. The new agreement would be in force for 7 years, but after 3½ years, the position should be revised, and if by then prices have come down approximately to the 1940 level, the rate should be reduced to 4½ annas per unit for the remainder of the period. Any dispute about the question of whether prices have sufficiently come down will be referred to arbitration.

3. So long as restrictions on the hours of supply of electricity are in force, the minimum number of lighting hours should be reduced to 125 per month; When the restrictions are renewed, the old figure of 1800 per annum will be restored.

4. Municipality will drop its demand for an option to purchase the concern, but may move Government to amend the license to cover this, if it thinks, fit.

5. Existing lights in the centre of roads should be maintained at the cost of the Company, but the Municipality will not ask for the installation of any fresh lights of this type.

6. The agreement will cover the supply of electricity for lighting roads and public places only and not Municipal buildings. However the company will make a separate agreement for the supply of electricity to such buildings at the same rate as for street-lighting i.e., 5 annas per unit. As regards the present dispute between the company and the Municipality about the supply of electricity to the office, the company will appoint an arbitrator for the dispute at once and pending the decision, the Municipality will pay the bill of the Company under protest.

7. If the Municipality wishes to have any street lights changed from one pole to another on any ground except the public convenience (which should be specifically defined in the agreement), a charge of Rs.10/- may be made by the Company. If the Company makes any such change without instructions from the Municipality, a penalty of Rs.10/- may be levied on the company

8. The change in clause 3(c) proposed by the Company should be dropped.

9. As regards the method of measuring the amount of energy to be charged for, the company proposed to put forth in detail its objections to the present method of having a double measurement, i.e. by meters and by the flat rate, and requested to get Government orders as to whether its objections were reasonable. In the meantime, it agreed to continue the present method until Government orders were received.

10. The President agreed to do his best to see that no delay is caused in future in paying the Company's bills.

11. The remaining points of dispute being less important were left for settlement by the President and the Licensees who agreed to meet for that purpose, and also to draft the final form of the agreement on the lines agreed on. This would then be put before the Municipality for sanction. The new agreement would be in force as from 1-4-1947. In the meantime, the Company will continue to supply electricity to the Municipality.

Sd/- xxx
Collector of Dharwar.

"True Copy"

Silvaya

Head Clerk to the
Electrical Engineer to Govt.

31

Below U.O.R.No. 7738/36 dated the 7th April 1947 from Government in the Public Works Department.

No.L 64/369 of 1947-48

Bombay 30th April 1947.

Returned with compliments.

2. It has since been reported by the President, Ranebennur Municipality, that the dispute in connection with the street lighting agreement has been amicably settled through the efforts of the Collector of Dharwar, vide copy letter No.57 dated 24-4-1947 with its enclosure from the President of the Municipality, enclosed. No action, therefore, seems to be necessary on this case.

Jph 227-28

Electrical Engineer to Govt.

E130/4

D10/3/1

P. W. D.
File No. 7738/36
Serial No. 18809

1-B E1B

30-4-47

No.Mun.R.506.
Dharwar,1st April 1947.

Subject:-Renewal of agreement between the Ranebennur Municipality and Messers Manvi Bros.,Electricity Licensees,Ranebennur.

Reference:- Letter No.837 dated 23-3-1947 from the President, Ranebennur Municipality.

Memo of agreement on the disputed points reached between the President,Ranebennur Municipality and Messers Manvi Bros., in the Office of the Collector,of Dharwar on 1-4-1947.

Present: Collector of Dharwar.
President,Ranebennur Municipality.
Sanitary Inspector,Ranebennur Municipalit
Mr.S.A.Manvi -y
The Manager,Ranebennur Electricity Co.

It was agreed as follows:-

1. The charges for street lighting would be raised to 5 annas per unit.

2. The new agreement would be in force for 7 years, but after 3½ years, the position should be revised, and if by then prices have come down approximately to the 1940 level, the rate should be reduced to 4½ annas per unit for the remainder of the period.Any dispute about the question of whether prices have sufficiently come down will be referred to arbitration.

3. So long as restrictions on the hours of supply of electricity are in force, the minimum number of lighting hours should be reduced to 125 per month.When the restrictions are renewed, the old figure of 1800 per annum will be restored.

4. Municipality will drop its demand for an option to purchase the concern, but may move Government to amend the license to cover this,if it thinks,fit.

5. Existing lights in the centre of roads should be maintained at the cost of the Company,but the Municipality will not ask for the installation of any fresh lights of this type.

6. The agreement will cover the supply of electricity for lighting roads and public places only and not Municipal buildings.However the company will make a separate agreement for the supply of electricity to such buildings at the same rate as for street-lighting i.e., 5 annas per unit. As regards the present dispute between the company and the Municipality about the supply of electricity to the office, the company will appoint an arbitrator for the dispute at once and pending the decision, the Municipality will pay the bill of the Company under protest.

7. If the Municipality wishes to have any street lights changed from one pole to another on any gound except the public convenience (which should be specifically defined in the agreement), a charge of Rs.10/- may be made by the Company. If the Company makes any such change without instructions from the Municipality, a penalty of Rs.10/- may be levied on the company.

8. The change in clause 3(c) proposed by the Company should be dropped.

9. As regards the method of measuring the amount of energy to be charged for, the company proposed to put forth in detail its objections to the present method of having a double measurement, i.e. by meters and by the flat rate, and request -ed to get Government orders as to whether its objections were reasonable. In the meantime, it agreed to continue the present method until Government orders were received.

10. The President agreed to do his best to see that no delay is caused in future in paying the Company's bills.

11. The remaining points of dispute being less important were left for settlement by the President and the Licensees who agreed to meet for that purpose, and also to draft the final form of the agreement on the lines agreed on. This would then be put before the Municipality for sanction. The new agreement would be in force as from 1-4-1947. In the meantime, the Company will continue to supply electricity to the Municipality.

Sd. x.x.x.

Collector of Dharwar.

"True copy"

Chief Officer,
Ranebennur Municipality.

Subject:-Agreement for street lighting at Ranebennur.

No. 57 of 1947-48.
Municipal office,Ranebennur.
Dated 24 -4-1947.

From

S. K. Banagar,Esq.,
President,Ranebennur Municipality.

To

The Assistant Secretary,
for Public Works Department,
Government of Bombay,
Secretariat, Bombay.

Sir,

1p.224 El. 3rd

With reference to your letter No.7738/36/dated ~~10th~~ Apr. 1947, I have the honour to inform you that the Collector of --- Dharwar to whom a copy of the letter addressed to the Hon'ble Minister was also forwarded,took prompt action and arranged a Meeting at his office on the 1st instant between me and Mr.S.A. - Manvi,Proprietor Manvi Bros., the Electricity Licensees. The Collector sincerely tried his best to effect an amicable settle--ment in respect of the Agreement for a fresh period of 7 years from 1-4-1947. A copy of the notes of the meeting was sent to this office and to the Licensees. As regards some minor points which the Collector left for us to settle among ourselves, the Licensees were invited for a meeting at the Municipal office on the 7th instant. The points were discussed and mutually agreed upon and a draft Agreement embodying the points settled by the Collector as well as the points settled mutually was drawn up and placed before the General Committee of the Municipality held on the 8th instant. The meeting approved the draft agreement. So,it may - please be noted that the matter regarding the fresh agreement has for once been settled.

1p.233-234

It may also be noted that one of proposals discussed at the Collector's office on the 1st instant,related to the question of purchasing the Electrical Concern by the Municipality by giving two years' notice to the Licensees under Sec.7(1) of the Indian Electricity Act of 1910 and purchase it if it so desired as a public utility concern at a cost settled by private negotiation and approved by Government or at a price arrived at by the --- Electrical Engineer to the Government. The Licensees did not agree to the inclusion of this clause in the fresh Agreement from 1-4-1947. On thorough discussion over the proposal.the point was omitted on the understanding that the subject should be placed before Government through the Collector of Dharwar for considera--tion and definite instruction in the matter. A reference in this matter is being duly submitted to Government.

A

Your obedient servant,

President,
Ranebennur Municipality.

Enclosures:-

1. Copy of letter No.MUN.R.506 dated 1st April 1947 from the Collector of Dharwar.

7738/36/18402. 236

El. Br. P. W. D.

Submitted (together with
Srl. No. 18809) with refee. to p 232
the O. N., d. the 3-4-47. p 225-226

2. The dispute between
the Ranebennur munic. and
the Supply Co. re: Street lighting
charges has since been
settled amicably through
the efforts of the Collector
of Dharwar — vide, the
El. Engrs. note on p. 231 and
the munic's. letter overleaf.
No further action is necy.
on these ppss. The necy.
action with refee. to "A"
mentioned will be taken
if and when the occasion
arises. These ppss. may, however
be submitted to the H. M.
P. W. D. for information as desired. p 221

1-5-47.

Submitted for confirmation.

JS.
Secy-cum-
H M P W D.

P. S. PKS 7/5.
HMPWD

7/5/47

DC (J) 7-5-47

E1 2/5/47 DMK

P. W. D.
File No. 7738/36

Serial No. 18402

Elec
28.4.47

237

No.Mun.R.506.
Dharwar,1st April 1947.

Subject:-Renewal of agreement between the Ranebennur Municipality and Messers Manvi Bros.,Electricity Licensees,Ranebennur.

Reference:- Letter No.837 dated 23-3-1947 from the President, Ranebennur Municipality.

Memo of agreement on the disputed points reached between the President,Ranebennur Municipality and Messers Manvi Bros., in the Office of the Collector, Dharwar on 1-4-1947.

Present: Collector of Dharwar.
President,Ranebennur Municipality.
Sanitary Inspector,Ranebennur Municipali
Mr.S.M.Manvi
The Manager,Ranebennur Electricity Co.

It was agreed as follows:-

1. The charges for street lighting would be raised to 5 annas per unit.

2. The new agreement would be in force for 7 years, but after 3½ years, the position should be revised, and if by then prices have come down approximately to the 1940 level, the rate should be reduced to 4½ annas per unit for the remainde of the period.Any dispute about the question of whether prices have sufficiently come down will be referred to arbitration.

3. So long as restrictions on the hours of supply of electricity are in force, the minimum number of lighting hours should be reduced to 125 per month.When the restrictions are renewed, the old figure of 1800 per annum will be restored.

4. Municipality will drop its demand for an option to purchase the concern, but may move Government to amend the license to cover this,if it thinks,fit.

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8. The change in clause 3(c) proposed by the Company should be dropped.

9. As regards the method of measuring the amount of energy to be charged for, the company proposed to put forth in detail its objections to the present method of having a double measurement, i.e. by meters and by the flat rate, and request -ed to get Government orders as to whether its objections were reasonable. In the meantime, it agreed to continue the present method until Government orders were received.

10. The President agreed to do his best to see that no delay is caused in future in paying the Company's bills.

11. The remaining points of dispute being less -- important were left for settlement by the President and the Licensees who agreed to meet for that purpose, and also to draft the final form of the agreement on the lines agreed on. This would then be put before the Municipality for sanction. The new agreement would be in force as from 1-4-1947. In the meantime, the Company will continue to supply electricity to the Municipality.

Sd. x.x.x.

Collector of Dharwar.

ıe copy"

Chief Officer,
Ranebennur Municipality.

Subject:-Agreement for street lighting at Ranebennur.

No. 57 of 1947-48.
Municipal office,Ranebennur.
Dated 24-4-1947.

From

S.K. Banagar,Esq.,
President.Ranebennur Municipality.

To

The Personal Assistant,
to the Hon'ble Minister for
Local Self Government,
Secretariat,Bombay.

Sir,

With reference to your letter No. Nil dated 10th A 1947, I have the honour to inform you that the Collector of --- Dharwar to whom a copy of the letter addressed to the Hon'ble Minister was also forwarded,took prompt action and arranged a Meeting at his office on the 1st instant between me and Mr.S.A. Manvi,Proprietor Manvi Bros., the Electricity Licensees. The Collector sincerely tried his best to effect an amicable settle--ment in respect of the Agreement for a fresh period of 7 years from 1-4-1947. A copy of the notes of the meeting was sent to th office and to the Licensees. As regards some minor points which the Collector left for us to settle among ourselves, the License were invited for a meeting at the Municipal office on the 7th instant. The points were discussed and mutually agreed upon and a draft Agreement embodying the points settled by the Collector as well as the points settled mutually was drawn up and placed before the General Committee of the Municipality held on the 8th instant. The meeting approved the draft agreement. So,it may - please be noted that the matter regarding the fresh agreement ha for once been settled.

It may also be noted that one of proposals discussed a the Collector's office on the 1st instant,related to the questio of purchasing the Electrical Concern by the Municipality by givi two years' notice to the Licensees under Sec.7(h) of the Indian Electricity Act of 1910 and purchase it, if it so desired, as a public utility concern at a cost settled by private negotiation and approved by Government or at a price arrived at by the --- Electrical Engineer to the Government. The Licensees did not agree to the inclusion of this clause in the fresh Agreement fro 1-4-1947. On thorough discussion over the proposal the point was omitted on the understanding that the subject should be placed before Government through the Collector of Dharwar for considera--tion and definite instructions in the matter. A reference in thi matter is being duly submitted to Government.

Your obedient servant,

President,
Ranebennur Municipality.

Enclosures:-

1. Copy of letter No.MUN.H.506 dated 1st April 1947 from the Collector of Dharwar.

P.W.D.

submitted.

This is a copy of the communication on p 235 ante which was submitted to the H.M. with the necessary note on p 236 ante. It has been agreed that action with reference to 'A' overleaf is to be taken when a reference in that connection is received from the Munsy. It may however be noted for information that the option to purchase the undertaking by the Munsy under section 7 (1) of the I.E. Act falls due in 1977 in accordance with clause 12 of the Danebennus Electric Traction 1937. If however the Munsy negotiate with the licensee and succeeds in getting the licence assigned to it earlier Govt would normally have no objection to such an assignment & purchase of the undertaking by the Munsy provided Govt is satisfied that the Munsy would be in a position to discharge its obligations under the Act. HM need not be troubled at this stage.

+ with licensee

GH 26/V/47

RN 6/5/47

Since the HM has sent the letter for report, the papers may be submitted to the Administrative Secy (?)

DS.

H.M.P.W.D.

P.S. HM. PWD PKS 27/5 27/5/47 MDK 27/6/47 DC (?) 27/5/47

P. W. D.
7738/36
Secy No. 20044

Subject:-Agreement for Municipal Street-lighting.

No. 839 of 1946-47.
Municipal office, Ranebennur.
Dated 24 -3-1947.

GENERAL DEPARTMENT
File No. S-23 (II-A)
No. 11569

From

S. K. Banagar, Esq.,
President, Ranebennur Municipality.

To

The Hon'ble Minister
for Local Self Government
Government of Bombay,
Secretariat, Bombay.

Sir,

I have the honour to bring to your kind notice the fact that the problem of Municipal street-lighting from 1-4-47 in this Town is likely to be most adversely affected as a result of the hostils and uncompromising attitude of Messers Manvi Bros., Licensees for supply of electric light and power for Ranebennur town. The licensees first erected their Power House in this town by 1940, and commenced supply of electric energy for street-lighting and private lighting. For purposes of street-lighting, an Agreement was entered into between the Municipality and the Licensees for a period of 7 years. The said period is about to expire by 31-3-1947. A fresh Agreement has to be entered. Negotiations in this respect having been commenced, I see no hope of a fresh Agreement being fixed up by 31-3-1947 as explained at length in the accompanying copies of my letter No. 837 of 23-3-1947 addressed to the Collector and District Magistrate, Dharwar. On account of such dictatorial and unbusiness-like attitude, the Licensees took advantage of the existing Agreement, and claimed exhorbitantly excessive charges from the Municipality beyond what is reasonably and legally admissible to the extent of Rs.6,000/-. Further, they stopped energy for street-lighting for some time in 1942. They have stopped energy for the Municipal office building lights from 2-6-1945 onwards. With a view to avoid any such possibilities in future, better terms for safeguarding Municipal interest

and prestige were proposed to the licensees. But they are not prepared to accept the same. As a result, there is very likelihood of a break-down in the negotiations. I,therefore, request you kindly to give a sympathetic consideration to the whole matter and intercede in the benevolent interest of the public of Ranebennur and advise the licensees to come to amica-ble settlement with regard to the fresh Agreement for a furthe period from 1-4-1947. It may please be noted that the Municipality is prepared to abide by the decision of arbitrators if su such a course would find favour with you. The Licensees may please be advised accordingly. Much better than arbitration, I would prefer orders from Government as the licensees have not paid any heed to the request of the Municipality to get the various points of dispute settled by arbitration as provided in clause 17 of the existing agreement.

Pending orders in this regard, I request you kindly to compel the licensees by means of an urgent Notice to be served by the Collector and District Magistrate,Dharwar in the interest of public safety, for continuation of supply of energy for Municipal street-lighting from 1-4-1947, as otherwise the town will very likely go without street-lights from that date.

I am proceeding to Bombay for a personal inter-view as the problem is most pressing and urgent and impossible of easy solution. Your kind help and guidance are felt indispen-sable. I will personally place the whole matter before you for favourable consideration and disposal. The Municipality has resolved accordingly at its General Committee held on 22-3-47. A copy of G.C.Resolution No.178 of 22-3-1947 is submitted herewith.

Your obedient servant,

President,
Ranebennur Municipality.

Enclosures:-

1. Copy of G.C.Resolution No.178 of 22-3-47.
2. Copy of letter No. 837 of 23-3-1947 addressed to the Collector & District Magistrate,Dharwar together with its accompaniments.

Subject:-Agreement between the Ranebennur Municipality and Messers Manvi Bros.,Electricity Licensees,Ranebennur;

Renewal of -------- from 1-4-1947.

--O--

No. 837 of 1946-47.
Municipal office,Ranebennur.
Dated 23 -3-1947.

From

S. K. Banagar,Esq.,
President,Ranebennur Municipality.

To

The Collector & District Magistrate,

Dharwar.

Sir,

I have the honour to bring to your kind notice the fact that the 7 years' period of Agreement for supply of electri--city for Municipal street-lighting entered into in 1940 between the Municipality and ~~the~~ Messers Manvi Bros.,the Licensees, - expires by 31-3-1947. For reasons stated in this letter,it may please be noted that no fresh Agreement can be effected before the end of this month so that the licensees could continue to supply electric energy for street-lighting from 1-4-1947. Under the circumstances, I request you kindly to serve a Notice on the Licensees,in the interest of public safety, not to stop supply of energy for Municipal street-lighting from 1-4-1947 until the proper authorities decide the matter. A representation is made to the Hon'ble Minister,P.W.D., and the Hon'ble Minister,Local Self-Government,Government of Bombay.Their decision is awaited. Pending their decision and pending final settlement in the matter, continuation of supply of energy under the existing terms and conditions is indispensable. If the Licensees stop supply, the public will be seriously inconvenienced for want of street-light--ing. No other arrangement is possible at this stage for want of kerosene-oil. I,therefore, appeal to you kindly to compel the licensees to continue supply of energy until the matter is decided by the higher Authorities. Under ~~the~~ clause 4 of the Agreement, the Municipality is at liberty to renew the Agreement for a further period of seven years upon like terms or conditions

or upon terms and conditions mutually agreed to by the Municipality and the licensees, by giving the licensees twelve months' previous notice, or the Agreement is terminable by the Licensees giving twelve calendar months previous written notice to the Municipality

The Licensees served on the Municipality a Notice in March 1946. It may please be noted that the Municipality has experienced a most uncompromising and hostile attitude from the Licensees during the period of the 7 years for which an Agreement was entered into in 1940. I have kept you duly informed time to time regarding such attitude resulting in dead-locks and serious inconvenience to the Municipality and the general public. Even inspite of your instructions more than once regarding amicable settlement of the points of dispute, the Licensees paid no heed and continued their dictatorial attitude as a result of which the Municipality has been forced to pay heavily excessive charges beyond what is reasonable and legal under the terms of the Agreement.They even went to the length of cutting off supply of energy for street-lighting for one month from 15th June 1944, thus causing serious inconvenien -ce to the public. Further, they have cut off energy for the lights in the Municipal office building from 2-6-1945 on a flimsy excuse that apart from the Agreement between the Municip -ality and the Licensees which covers both the street-lights and the Municipal building lights, the Municipality should have a separate Agreement for the Building lights as in the case of private consumers in the Town. The Municipality adhered to their view that they can not have two Agreements, one as a wholesale consumer, and the other as a retail consumer as one and the same Agreement would embody and cover both the purposes - street- -lights as well as building lights. Not agreeing to this view, the Licensees have had recourse to the drastic measure of stopp- -ing supply of energy for the Municipal office building lights with effect from 2-6-1945. There were other minor matters of dispute with regard to fixing the corner lights of higher wattag at the centre whenever the Municipality directed the Licensees.

But the licensees refused to comply. It may please be noted that in cases or dispute, clause 17 of the Agreement provides a course of mutual arbitration. The Licensees were invited for settlement of such disputed questions by arbitration. They never agreed though such a course of action has been definitely provided for in the existing Agreement.

The main point of dispute as a result of which the Municipality has had to pay unwarrantable and excessive charges to the extent of more than Rs.5,000/- needs some explanation in detail.

Under clause 2(a) of the Agreement, a minimum number of 1800 lighting hours per annum was agreed upon. Upto 15th Sept.,1942, this minimum was properly adhered to. During that year, you were pleased to restrict the lighting hours in this town to only 6 hours from 7.30 p.m. to 12.30 mid-night by your order under No.P.O.L.S.R.143 of 8-9-1942. As a result of these orders, the Licensees could not supply energy for street-lights beyond 12.30 mid-night. Naturally the minimum of 1800 lighting hours for street-lighting as per Municipal street lighting Schedule month to month fell far short, as there was not street--lighting beyond 12.30 Mid-night. The consequence of such restriction in lighting hours due to War Conditions should have been for the Licensees to claim charges only for the actual energy consumed as also provided under clause 13 of the Agreement. Instead, they began to levy charges for the whole of 1800 minimum lighting hours calculated on a monthly average of 150 lighting hours. Obviously the charges being objectionabl and unjustified, the Municipality protested against such claim. Further, the Licensees began to claim surcharge over the monthly bills to the extent of 33⅓ p.c. Their claim in this respect not being in accordance with the provisions of the War Costs Surcharge order of the Government of Bombay issued time to time from 1942 on wards, this claim also was protested by the Municipality on the ground that they should obtain orders from the Provincial Government as required under clause 9(2) of the War Costs Surcharge Order of 16th June 1944. But they did not comply and insisted on the contrary that what

-what they claimed was right. The bills were witheld. The Licensees applied to the Deputy Secretary to the Government of Bombay P.W.D., and got a reply in their favour. On receipt of a copy of the said order, the Municipality which was not consult-ed at all by the Deputy Secretary, was approached for reconsi-deration of the whole matter under this office No.380 of 14-9-1946 submitted through your office. He stuck to his previo-us opinion. As a result, the Municipality has had to pay abnormally excessive charges to the extent of about Rs.6000/-. The Municipality feels that on reference to a Court of Law, the Board would have justice in favour of the Municipal view point and thus get the refund of the excessive amount paid to the Licensees. The Board is considering the question of filing a suit for refund of the said amount.

Meanwhile, the 7 years' period of Agreement is due to expire on 31-3-1947. The Municipality was prepared to enter into a fresh Agreement with suitable modifications in the existing Agreement. This decision of the Municipality was conveyed more than once to the Licensees though not in writing. But the Licensees kept silent over the question of a fresh Agreement till 27th Feb.,1947 when they wrote to the effect that they would be glad to begin fresh negotiation by requesting the Board to propose fresh terms.

I accordingly invited the Licensees to a personal discussion of the whole question on 9-3-1947 and placed some alternative clauses and additional clauses (copy enclosed) for embodiment in the fresh Agreement. They undertook to send a reply in writing by Saturday the 15th instant. Accordingly they have sent their reply (copy enclosed). On a perusal of both, you will realise that no fresh Agreement is possible before the end of the current month. It is for this reason that I request you kindly to arrange temporarily continuation of supply of energy on the existing conditions pending disposal of the matter by Government.

The reasons for the following additional clauses proposed by the Municipality (as per copy enclosed) are as stated below:-

2. (a) The additional words in 2(a) are necessary to make the point about the wattage of lights more explicit,

2. (c) The additional words make the clause more clear

2. (d) This is necessary for provision of additional lights whenever required.

4. (a) In the existing Agreement, the period of further renewal on fresh Agreement is 7 years. The new proposal is to make it only 3 years as in view of the probable rapid development of electrification in the Country and the consequent cheapness and other facilities, it would not be advisable to bind down the Municipality for a long period of 7 years.

4. (b)(i) and the proviso at the end:- These are in keeping with the declared policy of the Government of Bombay with regard to nationalisation or Municipalisation of public utilit concerns like electricity, transport etc.

6. (h) The additional words are proposed with a view to make the existing clause more clear so that the licensees should have no scope to evade the fixing of the corner lights in the centre or at any other convenient situation as per directions of the Municipality. On account of the refusal of the licensees during the present period so to comply, ther has been a dispute. To avoid such dispute, the additional words seem necessary.

8. The Municipality propose the coninuation of the present rate of 0-4-6 per unit. Further the addition of words " The payment for energy consumed for lighting of - Municipal buildings ----- ----- clause " have been found necessary as the licensees want to treat the Municipality as a retail consumer for the building lights, and as a wholesale consumer for the street-lights, and insist on a separate - Agreement for the building lights just as in the case of private retail consumers of energy. The uniform rate for both the street-lights and the building lights have been specified in this clause and payment should also be made on the readings of meters installed in the Municipal buildings. If this were not so, the licensees would demand minimum charges of Rs.2-8-0 p.m. as in the case of private consumers even though the energy

- consumed is less than such minimum. This has been the case for several months in the present period as the office building except one in the front varandha would not be kept burning beyond 9 p.m.,usually. On account of such claim for minimum charges of Rs.2-8-0 though the charges were less as per readings of the meters, there has been a long standing dispute between the Municipality and the licensees. The licensees have been taken drastic measure of stopping the current for the office building lights for nearly 2 years from 2-6-1945. To avoid such dispute, the Municipality thinks it necessary that the charges for building lights should be paid on the meter readings as in the case of the street-lights, and that both should come under one and the same Agreement.Hence the additional words have been proposed.

8. (a) This is proposed in view of the probable inclusion of Ranebennur in the Electric Grid system facilitating supply of electricity at cheaper rates.

11. The additional proviso below sub-clause (b) is deemed necessary to prevent the licensees to take exclusive beneficial advantage of the conditions of War or such other calamities at the cost of the Municipality by claiming charges for the agreed minimum of lighting hours though the actual energy consumed is far below as a result of these abnormal circumstances beyond the control of the licensees or of the Municipality either. On account of such a fantastic claim durin the course of the present Agreement, there has been a prolonged dispute and the Municipality has paid to the licensees extra charges to the extent of about Rs.6,000/-. To avoid any such contingency, clarification of the clause by the proposed addit--ional words is deemed essential.

18. Under the existing Agreement, there was no penal caause for sareguarding the rights of the Municipality by means of a clause by way of security for proper discharge of the lighting work on the part of the licensees. Such security clauses are invariably included in contract bonds with regard to all works executed by contractors for the Municipality. This defect in the existing Agreement is sought to be made good by

- the proposed additional clause.

But it may please be noted from the reply of the licensees that they do not agree to the inclusion of these clauses. Serially considered, the licensees' reply to the Municip--al proposals may be stated to be as follows:-

2. (a) They propose that at least six new lights or more should be demanded at a time and that a written notice not less than one month is necessary.

2. (d) The words " in the area now under supply " are omitted. This is immaterial.

4. (a) The licensees want the period of a fresh Agree--ment to be 7 years and not 3 years as proposed by the Municipal--ity.

4. (b)(i) The licensees do not agree to the inclusion of this clause regarding the eventual purchase of the concern by the Municipality.

4. (b)(iii) In place of one year's notice, the licensees propose 6 months for the Notice.

6. (h) The licensees say that placing of the corner lights in the centre is costly and troublesome. The proposed clause is not acceptable to them. They are, however, willing to carry out such work at the cost of the Municipality.

8. The licensees propose the rate of 0-5-0 per unit as against 0-4-6 as proposed by the Municipality. The rate of 0-4-6 per unit is very high by itself as it was fixed during War time in 1940. It needed a further reduction. But the old rate has been proposed to be retained for the present in view of the - possible reduction as a result of the Grid System or such other Government measure for cheaper electrification in the near - future. The Municipality also bears in mind the unchanged conditi--ons of scarcity of materials even though War has ceased. So, 0-4-6 per unit for the present is fairly high and reasonable for both parties, and should on no account be increased. Further, they propose to charge on the basis of the monthly minimum rather than for the actual energy consumed. They also include sub-charges. Regarding the charges for building lights, they insist on a - separate Agreement, and do not agree to the inclusion of the -

- the clause proposed by the Municipality in this regard.

8. (a) In case of probable introduction of the Electri--c Grid System, the licensees want a joint representation (The Municipality and the Licensees) to the Electrical Engineer. If the Licensees may not subsequently agree to put in such joint representation, the Municipality would be precluded to refer the matter by itself alone, and thus forego the benefits of the Grid System. As proposed by the Municipality, the representation by the Municipality only is necessary.

11. (a) In place of a fine of 0-4-0 per light not lighte the licensees propose 0-2-0. This is hardly adequate. The Munici--pal proposal of 0-4-0 is considered necessary.

11.(b) proviso. The Licensees do not agree to the proposed inclusion of the proviso which is from Municipal point of view, most essential for avoidance of the unending disputes that have marred the existing Agreement by way of unjustifiable claim of charges for the agreed minimum hours of lighting, though they are unable to supply energy

The Municipality feels that the proposed additio--nal proviso is indispensable.

18. The licensees do not agree to the inclusion of the penal clause. But this is fair and reasonable as the Munici--pality insists on such security clause with regard to all - contracts, and is permissible under the Indian Contract Act,

In addition, the Licensees further propose - certain changes in their reply marked as "B". Serially considered they are as stated below:-

2. (b) The licensees demand Rs.10/- for fitting if the location of a light is to be changed. This is un-necessary.

3. (c) The licensees demand Rs.10/- per pole in case the poles are to be shifted to the edge of the road as a result of subsequent road-widening operations. This is unjust and - un-reasonable and based on exploitation of public funds. The Board can not agree to this. The original clause requires the licensees to do such work at their cost. The original clause reasonable and should stand.

6. (a) The licensees propose that all fittings of brackets, bulbs etc., should be of the existing type. But the Municipality propose that they should be of the types to be approved by the Municipality.

6. (f) The licensees propose to omit the word "stolen" which is necessary. It is to be admitted that the licensees can not be held responsible for the theft of the bulbs. But pending inquiry into the theft, there is the risk of the lighting on the particular pole being stopped indefinitely unless a fresh bulb is replaced. Unless specially instructed by the police to stop lighting, the licensees should not shirk the responsibility of lighting. Therefore, the bulb should, in such cases, be replaced.

7. The licensees say that they do not agree to this clause regarding ornamental lights etc. But the retention of the original clause is felt necessary.

12. The licensees propose that the bills should be calculated purely on meter readings. But the existing clause includes also the flat-rate system by way of corrective and may be retained as it is. Both the methods of calculation are deliberately included in the original Agreement. It is possible as a result of monthly Meter reading method that the licensees may allow the lights to be burned for more than the scheduled time and claim extra charges based on the larger consumption of energy without the consent of the Municipality. The flat rate system acts as a check on such tendency on the part of the licensees who would always stand reminded that they would no gain by more readings of the meter for lights kept burning for longer hours than the time fixed as per Municipal lighting schedule month to month. By virtue of the flat rate system acting as such a check and a corrective, the present clause including both the methods of calculation must stand.

The other suggestions by way of chnages in the remaining clauses proposed by the licensees under this "B" - section are unimportant and superfluous. The original clauses in the existing Agreement are clear and sufficient and the Municipality do not feel that there is any need for making the changes

- in them as suggested by the licensees.

In conclusion, it may please be seen that even in the matter of renewal of the Agreement with suitable changes so as to ensure smooth working and avoid conflicts, the licensees are not amenable to reason. They dictate their own terms which are harmful to the public interest as has been explained above during the 7 years of the existing Agreement. Fresh Agreement on such terms is not possible. Therefore the General Committee held on 22-3-1947 has resolved that the whole matter should be - represented to the Government of Bombay in the Public Works - Department and the Local Self-Government Department for purposes of final decision. The Municipality is also prepared to abide by arbitration if Government suggests such a course both to the Municipality and to the Licensees.

I am accordingly proceeding to Bombay to place the whole problem before the Hon'ble Ministers. Meanwhile, I request you kindly to serve a Notice to the Licensees at a very early date calling upon them not to stop supply of energy but to continue the supply for Municipal purposes on the terms and - conditions of the existing Agreement until Government pass orders in this regard. Such a measure is imperative in the interest or public safety as otherwise, the town will have no street-light--ing from 1-4-1947. I request you once again kindly to help the Municipality by taking such necessary action at a very early date in public interest.

A copy of G.C.Resolution No.178 of 22-3-1947 is enclosed herewith.

Your obedient servant,

Sd. S.K.Bomanji

President,
Ranebennur Municipality.

Enclosures:-

1.Copy of G.C.Resolution No.178 of 22-3-47.
2.Copy of the terms proposed by the Municipality.
3.Copy of the reply dated 14-3-1947 from the Licensees

Copy of Resolution No.178 passed in the G.C.held on 22-3-19

Read and considered

Report of Sub-Committee appointed by the General Committee for consideration and report regarding measures to be adopted for Municipal Street-lighting from - 1-4-1947 in view of the uncompromising attitude of Messers Manv: Bros., licensees for supply of electricity,Ranebennur during th 7 years' period of the existing Agreement entered into in 1940 between the Municipality and the Licensees.

Resolved

that in view of the impossibility of a fresh Agreement being entered into between the Municipality and the licensees on account of uncompromising attitude in their reply to the protective clauses proposed by the Municipality on 9-3-1947 for inclusion in the fresh Agreement with a view to safeguard Municipal interests from the recurrence of the - unaccomodating attitude shown time to time by the licensees so far,

1. the President should be requested to approach the Collector and District Magistrate of Dharwar to serve a Notice on the Licensees in the interest of public safety to continue to supply electric energy from 1-4-1947 under the existing terms until the question of a fresh Agreement is finally -y disposed of,

2. and that a deputation of the following Municipal Councillors - 1.Mr.S.K.Banagar,(2) Mr.G.D.Naik,(3) Mr.Gafarkhan Guranni,(4) Mr.C.C.Pattanshetti,(5) Mr.M.B.Kattimani, should wait upon the Hon'ble Minister,P.W.D., and the - Hon'ble Minister,Local Self Government,Government of Bombay at a very early date and represent the whole problem regarding the fresh Agreement toggther with the uncompomising attitude of the licensees during the 7 years' period of the existing Agreement with a view to facilitate an early and amicable settlement of the question by their kind intercession in this regard

and further resolved

3. that in case no satisfactory arrange--ment is effected with regard to continuation of street-lights with electric energy by 31-3-1947 even as a temporary measure with the kind help of Government, a Sub-Committee of --- 1.Mr.Gafarkhan Guranni,(2) Mr.M.B.Kattimani,(3) Mr.C.C.Pattansh--etti,(4) Mr.C.S.Gaddadguli,(5)Mr.N.M.Hosangadi, should be appointed to suggest definite ways and means for making suitable arrangements for street-lighting without electricity from -- 1-4-1947.

Proposer:-Mr.A.S.M.Tadakimath.
Seconder:-Mr.B.T.Guddad.

Carried nem con.

" True copy "

Chief Officer,
Ranebennur Municipality.

Alterations and additions proposed in th
Street-lighting Agreement between the
Municipality and Messers Manvi
Brothers.

Clause

2.(a) to alter the power of any one, many or all the street-lights in the Municipal area provided however that they never require the licensees to reduce the minimum wattage of lights below the minimum as detailed hereunder:-

1. 267 of 20 watts or of a higher wattage upto 50 watts.
2. 26 of 60 watts or of a higher wattage upto 75 "
3. 7 of 100 " or of any higher wattage.

(c) All the above will be according to the needs and at the discretion of the Municipality as expressed by a written notice served by the Municipality on the company.

(d) The Municipality shall have power for the install -ation of additional lights in the area now under the street- -lighting scheme and also in any area in the Municipal limits where the Company have their poles,cables and arrangements for the supply of electric energy.Such lights shall be in addition to those enumerated under Sub-clause(a) above.These shall be installed within a period of three calendar months after a notic to do so is served on the Company.These lights will be on the same terms and conditions as those contained in this Agreement.

4.(a) This agreement shall be in force for a period of 3 years from the first day of April 1947.

(b). At the expiry of the period of 3 years the Municipality shall be at liberty to

(i) by giving two years' previous and written notice to the Company under section 7(1) of the Indian Electricity Act of 1910 purchase if it so desires the electrical concern as a public utility concern at a cost settled by private negotiation and approved by Government or at a price arrived at by the Electrical Engineer to Government, or

(ii) renew this Agreement for a further period of 3 years upon like terms or conditions or upon terms and conditions mutually agreed to by the Municipality and the licensees,by giving the licensees twelve months previous written notice.

(iii) The agreement shall be terminable by the licensee

by giving twelve calander months previous written notice to he Municipality,provided however if none of these written otices (i) and (ii) above are given, the agreement automatica-lly continues for a further period of three years on the same erms and conditions as in this agreement,including this-- ondition.

Provided however, if there be a legislation by Goverr ment regarding the nationalization of Industries and the lunicipality is empowered to purchase the electrical concern here-under, the Municipality shall have full power to purchase he concern forth-with and the period stipulated in the above condition shall have no force and shall not come in the way of the Municipality

6 (b) On corners or on cross roads or on junctions of roads the licensees shall place if so required by the Municipal--ity the light in the centre of cross roads or at such other convenient situation directed by the Municipality in writing so as to serve the Municipal purpose better;This will apply to lamps of any wattage what-so-ever with regard to which such a notice is given in writing.The work shall be carried out with -in a week of the serving of the notice on the company.

8. The Municipality shall pay to the licensees a rate of 0-4-6 per unit used for the purpose of street lighting and for Municipal buildings such as Municipal office,Dispensary Dharmashala,Municipal Reading room etc., as well as Toll Nakas and fans and radios as well.The wiring of these Municipal buildings will however be done at the cost of the Municipality. The payment for energy consumed for lighting of Municipal build--ings shall be made only according to the readings of Meters installed in the buildings,there being no question of any minim--um charges for energy supplied according to this clause.

(a) If during the period of this agreement the town of Ranebennur comes within the area of the Electric Grid System or of any other scheme of supply of cheap electrical power to the company, the Municipality shall be entitled to get a reduct--tion in the rates contained in clause 8 above. On a represent--ation of the Municipality the matter shall be referred to the

- the Electrical Engineer to the Government of Bombay whose decision on the point shall be final.

11.(a) Subject to (b) below. if one or more street lamps have not been lighting the licensees shall light them not later than forty eight hours from the hours of receiving written intimation from the Municipality to that effect,failing which deductions by way of penalty shall be made from the licensees' bill at four annas per lamp per night or part thereof after the expiry of the said forty eight hours.

(b) The Municipality is not entitled to claim any penalty for stoppage or interruption of supply of energy caused by occurances such as cyclones.floods.storms.earthquakes.riots, civil disturbances. line cuts.break-down of machinery,deliberate and malicious destruction of the licensees' property war Act of God,King's enemies or other cirmumstances beond the control of the licensees.

In case nowever owing to any one or more causes enumerated above the company fail to supply or are prevented from supplying electric energy to any street-light or lights during the hours of street-lighting as per programme given by the Municipality to the company so as to reduce the total lighting hours of any such light or lights below the minimum as fixed in clause No.1 sub-clause (a) given hereinbefore the Municipality shall not liable to pay the charges as determined from the calculations of the minimum lighting hours but shall pay for the energy actually supplied as measured from the mete or meters measuring the current actually supplied to the light or lights so affected.

18. The licensees shall deposit a sum of Rs.1500/- with the Municipality by way of security regarding prompt and satisfactory fulfilment of the terms of the agreement which amount should be be repayable at the termination of the agreement without interest.Regarding non-fulfilment of any terms of the agreement or any other instructions to be issued time to time in pursuance of the Agreement.the licensees should pay penal amount as may be fixed by the Municipality.In case of non-payment of the penal amount or non-fulfilment of the terms

P.T.O.

-the terms of the Agreement, the deposit or any part of it as may be decided upon by the Municipality shall be forfeited and fresh deposit upto the maximum of Rs.1500/- credited by the --- licensees.

S. A. Banajar

President,

Ranebennur Municipality.

Manvi Brothers,Electric Light & Power
Suppliers,Gadag.

Dated 14th March 1947.

To

The President,
Ranebennur Municipality,
Ranebennur.

Subject:- Street-lighting Agreement.

Sir,

With reference to your street-lighting Agreement which has forwarded to us with alterations and additions we have to inform you as under:-

Noted the alterations ~~xx~~ suggested we can not agree to them as they are. All you say that the lights are to be given by the Company for the fresh terms when as our Agreement is for the maintainance of existing lights. So, the Company has made suitable proposals in place of your suggested altera--tions and call the 'A'

In the same changes are suggested in the existing alteration and this is called 'B'

Please note that the Agreement will be for street--lighting only and not for building-lights ~~f~~of the Municipality For which let us enter into a seprate Agreement.

If these terms are agreable you will kindly write to us we will come and execute the necessary Agreement, and the things will go on from 1-4-1947 under the new Agreemen- Please note if nothing is done to bring into existance new Agreement before 31st March 1947, there will be no street--lights of the company burning from 1-4-1947 as the old Agree--ment will come to an end on 31st March 1947.

For building lights if you keep them burning from 1-4-1947 onwards. you will be treated as our ordinary custom under our license

Agreement for street-lighting can not be made for less than seven years as per I.E.Act VIII (Schedules).

Yours faithfully,

For Manvi Brothers,
Sd. M.R.Bulla.
Manager.

"True copy"

Chief Officer,
R. M.

Newly proposed Agreement.

Clause (A)

2.(a) There are at present 294 street-lights as detailed below:-

8 lights of 100 watts.

24 lights of 60 watts.

5 lights of 40 watts.

257 lights of 20 watts.

any shall supply six new lights or more.if required by the Municipality of from 20 watts to 100 watts as demanded by the Municipality.These new lights shall be supplied according to the needs and at discretion of the Municipality as expressed by a written notice not less than one month served by the Municipality on the Company.

2.(d) The Municipality shall have a power for the installation of new lights in the area of the Municipal limits where the company have their poles,cables and arrangements for the supply of electric energy.The new lights shall be installed within a period of three calender months after a notice to do so is served on the Company Thmse new lights will be on the same terms and conditions as those contained in the Agreement.

4.(a)

years upon like terms and conditions mutually agreed between the Municipality and the Licensee.

4.(b)& 1. We can not agree.

4.(b)2 Renew this Agreement for a further period of seven years upon like terms and conditions mutually agreed between the municipality and the licensee.

4.(b)III. This agreement shall be terminable by the licensee by giving six callender months previous written notice to the Municipality,proovided how-ever,if none of these written notices 1& 2 above are given, the Agreement automatically continues for a further period seven years on the same terms and conditions as specified in this Agreement.

Remaining items are not necessary.

6.(h) Is more in-convenient,costly and trouble-some to arrange than useful so it can-not be done.If how-ever required it will be installed and maintained at the cost of the Municipality.

8. The Municipality shall pay the licensee at the rate or ~~Rs.5~~ As.5/- per unit for the purpose of street-lights plus the surcharge and other charges imposed by the Government from time to time, such charges and surcharges shall be cal-culated on the basis 150 hours per month until the removal of Government restrictions on the supply of Diesel-oil.After such removal the minimum hours of supply shall be 150 hours per month or 1800 per year.

8.(a) If during the period of this Agreement the town of Ranebe-ur comes within the area of "The Electric Grid System or of any other scheme or supply of Cheap Electrical power to the Company" the Municipality shall be entitled to get a reduction proportionately in the rates on a representation by the both the parties(Municipality and the Licensee) to the Electrical Engineer to the Government of Bombay whose decision on the point shall be final.

11.(a) Subject to (b) below:- If one or more street-lights have not been lighted,the Licensee shall light them not later than 48 hours from the hours of receiving written intimation from the Munici-pality to effect,failing which deductions by way of penalty shall be made from the Licensee's bill at the rate of As.2/- per lamp per night or part there-off after the expiry of the said 48 hours.

11.(b) The Municipality is not entitled to claim any penalty for stoppage or interruption of supply of energy caused by occuarances such as cyclones,floods,storms,earth-quakes,riots,civil-disturabances,line-cuts,break-down of machinery,deliberate and malicious distruction of the licensees' property,war,Act of God,King's enemie or other circumstances beyond the control of the licensees.

Remaining to be ommitted.

18. We can not agree

True copy"

Chief Officer,

Ranebennur Municipality.

Changes in the existing Agreement.

1. The licensee shall keep ready all mains in wo for the purpose of supplying electrical energy for str

2. ∝ a. Already explained in A.

2.(b) To change the location of any of the st from pole to pole a charge of Re.1/- per fitting charged. If the fitting does not come on the pole licensee labour charges will be charged for the on the new site.

3. Already carried-out.

3.(a) Provided however, that any Municipal pro be restored to its original conditions or repairs and cables and such other apparatus required for lighting system as are required to be kept as they are for the purpose of electric lighting.

3.(b) The licensee shall plant their poles at the edge of the road and lines as far as possible to suit their convenience of their running electric wires required as per rules.

3.(c) In case of road widening by the Municipality the licensee shall within a period of the months after the written notice has been given by the Municipality shift the poles coming within the road way to the edge of the road-way at the cost of the Municipality at Rs.10/- per pole or the labour charges as may vary from time to time.

4.(a)(b)&(i)(ii) already explained.

5. The Municipality shall advise the licensees at least days before the commencement of every month as to the time when the lights are to be put on and off, the licensees being responsible for observance of the schedule so given.

6. The licensee shall during the period of this agreement maintain installation in working order for the purpose of street lighting.

6.(a) Use the water-tight fittings and reflectors for the new street-lights as per the type of the existing fittings. The bulbs w be used for street-lighting available in the market provided the maker agrees to put the mark over the bulb "Public lamp or Municipa bulb" so as to distinguish them from the bulbs of the private owners.

Changes in the existing agreement.

" B "

1. The licensee shall keep ready all mains in working order for the purpose of supplying electrical energy for street-lighting.

2. & a. Already explained in A.

2.(b) To change the location of any of the street lights fittings from pole to pole a charge of Re.1/- per fittings per time will be charged. If the fitting does not come on the poles erected by the licensee labour charges will be charged for the poles to be erected on the new site.

3. Already carried-out.

3.(a) Provided however, that any Municipal property so used shall be restored to its original conditions or repairs except for the poles and cables and such other apparatus required for lighting system as are required to be kept as they are for the purpose of electric lighting.

3.(b) The licensee shall plant their poles at the edge of the road and lanes as far as possible to suit their convenience of their running electric wires required as per rules.

3.(c) In case of road widening by the Municipality the licensee shall within a period of the months after the written notice has been given by the Municipality shift the poles coming within the road way to the edge of the road-way at the cost of the Municipality ie.e Rs.10/- per pole or the labour charges as may vary from time to time.

4.(a)(b)&(i)(ii) already explained.

5. The Municipality shall advise the licensees at least eight days before the commencement of every month as to the time when the lights are to be put on and off, the licensees being responsible for th observance of the schedule so given.

6. The licensee shall during the period of this agreement maintain installation in working order for the purpose of street lighting.

6.(a) Use the water-tight fittings and reflectors for the new street-lights as per the type of the existing fittings. The bulbs will be used for street-lighting available in the market provided the maker agrees to put the mark over the bulb "Public lamp or Municipa bulb" so as to distinguish them from the bulbs of the private owners.

6.(b)(c) not necessary.

6.(b) Will be cleaned when requir

6.(e) Light and extinguish the street-lights as per schedule.

6.(f) Replace the bulbs when burnt out or broken when asked to do so in writing of the Chief Officer, When the bulbs fail to give service of the specified capacity within 48 hours from the hour of receiving the intimation from the Municipality.

6.(g)(h)(i)&(j). already explained and not necessary often.

7. The Municipality get the work done themselves at their own cost

8. The Municipality shall pay to the licensee at the rate of As.5/-per unit for the energy required for street-lighting only.

9. The current used during the months for the street lighting shall be measured by means of meters which shall be kept in a locked place duly sealed by the Municipality and the licensee. The meter readings in respect of street-lighting shall be taken by the repre--sentatives of the licensee in the presence of the representative of the Municipality, on the first day of each month and recorded in his presence.

10. The meters shall be tested by the licensee at the Govern--ment laboratory and found deffective the charges should be met by the parties.

11.(a) Subject to (b) already explained.

12. The bills will be caliculated at the rate mentioned above. for the units shown in the meter reading. This clause shall come into force after restriction on diesel-oil supply etc., is removed.

13. All bills on meter reading checked and caliculated and corrected if necessary in connection with the supply of electric energy to the street-lighting will be sub-mitted montly and the amount such bills will be paid within seven days of their sub-mssion. If the Municipality fails to pay the bills within fifteen days of the submission of the same the licensee shall serve a notice under section 24 of the I.E.Act, in writing upon the Municipality demanding the payment within seven days the licensee shall be entitled to char--e interest 6% annum which interest becomes due after fifteen days f from the date on which it is received in the office, and the licensee shall in addition without the prejudice to any other rights or reme--dies which they may have be at liberty to set off the supply and

the Municipality shall be liable to pay to the licensee all damages sustained by them and all expenses in connection there-with and with the renewal of suppl

14. The licensee shall carry out all work with due care and cautious and shall not cause any damage to any Municipal proerty,if they do any such damage to the Municipal properties they shall make the good the loss to the Municipality.

15. Not necessary.

16. The rights and obligations of the parties under the Indian Electricity Act(IX of 1910) and several amendments thereto.

17. In case of a dispute between licensee and the Municipality for the matter contained in the agreement or interpretation or the meaning of the clauses shall be referred to arbitration under the arbitration act.But one arbitrator shall be appointed by each side in case these arbitrators disagree.The matter or matte-s of differ--ance shall be referred to the Civil Court as a special case under the provisions of the Civl Procedure Code.Each party shall bear the expenses.

13(a) The Municipality shall not withold the company's monthly bills on the ground of any dispute(if there be any dispute it shall be settled independantly and adjustments made.)

Until the removal of the restrictions on supply of diesel--oil [illegible] clause shall be utilised to check whether the supply as schedule is regularly given by the Company.

5.and 6(e) Shall come into force after removal of the restrictions of the supply of diesel-oil.Subject to removal of all Government restrictions on the supply of diesel-oil etc., until that restrictio is in force the company shall not bound to supply energy for street -lights after mid-nights.

"True copy"

Chief Officer,
Ranebennur Municipality.

MANVI BROTHERS,RANEBENNUR.

--Ranebennur Municipality Street-lighting Agreement.--

Articles of Agreement for supply of Electric Energy:-between the "Ranebennur"Municipality" and "Manvi Brothers" of Gadag,Electric Light and Power Suppliers,Ranebennur.

Articles of Agreement made this 29th day of May one thousand Nine Hundred and Forty between the Municipality of Ranebennur(herein-after called "The Municipality" which expression shall where the context so requires or admits includes its successors) on the one part and - Mr.Shidramappa Andaneppa Manvi carrying on business as Electric Lights and power suppliers at Ranebennur under the name and style of Messers Manvi Bros.,(herein-after called "the Licensees" which expression shall where the context so requires or admits includes their successors or assigns) having their office at Ranebennur on the other part.

Whereas under the License known as"The Ranebennur Electric License 1937" here-in-after called the "License" by the Government of Bombay under the Indian Electricity Act IX of 1910 for the supply of electric energy in the area, with the powers and upon the terms and conditions specified in the License published under Government Notifica--tion No.9321/27-1 dated the 26th January 1937 or as may be modified - hereafter by the Government of Bombay and whereas the area covered by th License includes the area within the jurisdiction of the Municipality.

And whereas the Municipality as the local Authority in ----- Ranebennur Municipal area requisitioned the Licensees for the supply of electric energy for lighting purposes in connection with certain roads lanes and bylanes and Municipal public places within the said Municipal area and for that purpose these presents are intended to be executed as -- special contract between the Licensees and the Municipality by resoluti--ons passed at the special General Meeting held on 15-3-1940 and 20-5-1940 the President,Mr.Shiddappa Kotrappa Banagar and Mr.Bisto Ganesh Joshi,Vice President and Mr.Channappa Basappa Makanur Councillor were hereby authorised to enter into and execute the same.The contents hereof have been approved by the General Board in their resolution -- Nos.198 of 15-3-40 and 34 of 20-5-1940.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. The licensees shall at their own expenses in all respects

,equip ready and in working order all mains, brackets,lamps [illegible] suitable for the purpose of lighting by electrical energy [illegible] roads,lanes and bylanes and other public places for purposes of [illegible]ipal street-lighting throughout the Municipal area.

The Municipality shall have the power from time to time and all times by a written notice served on the licensees requiring the licensees within one month of the service of such notice,

(a) to alter the power of any one,many or all the street-lights in the Municipal area provided however that they never require the -- licensees to reduce the minimum wattage of lights below the minimum as detailed here under:-

1. 267 of 20 watts.
2. 26 of 60 "
3. 7 of 100 "

and provided also that the number of lighting hours in a year shall not be reduced below 1800.

(b) to change the location of any of the street lights provided however that if the new position of the light so altered does not come on a pole erected by the licensees for the purposes of their street -- lighting system, the Municipality shall pay the licensees the extra -- charges of the arrangements and fittings so required deducting therefrom the charges for the ordinary brackets, holders, reflectors, bulbs etc., which would have been required if the light had been fixed on the pole.

3. The Municipality authorises the licensees to excavate break up or use and occupy any land vested in the Municipality for the purposes of erection of poles and over-head mains on roads lanes and bylanes or under-ground cables where necessary.

(a) provided however that any Municipal property so used shal be restored to its original conditions of repairs except for the poles and cables and such other appurtenances required for lighting system as are required to be kept as they are for purposes of electric lighting.

(b) The licensees shall plant their poles at the edge of the roads lanes or by-lanes and in consonance with their convenience of the running the electric wires as required within the restrictions imposed by the Indian Electricity Act of 1910 as amended in 1922.

(c) In case of road widening by the Municipality the licen: shall within a period of three months after the written notice has be

been given by the Municipality shift the poles coming within the road--way to the edge of the road-way so as not interfere with the traffic, in consonance with their convenience of running the electric cables as required within the restrictions of the Indian Electricity Act of 1910 as amended in 1922.

4. (a) This agreement shall be in force for a period of seven years from the first day on which energy is supplied for street-lighing

(b) At the expiry of the period of seven years, the Municipal--ity shall be at liberty to:-

i) renew this agreement for a further period of seven years upon like terms or conditions or upon terms and conditions mutually agreed to by the Municipality and the licensees, by giving the Licensees twelve months previous written notice.

ii) The agreement shall be terminable by the licensees by giving twelve calendar months previous written notice to the Municipality,provided however if none of these written notices (i) and (ii) above are given, the agreement --- automatically continues for a further period of seven years on the same terms and conditions as in this agreeme--nt including this condition.

5. The Municipality shall advise the licensees at least 8 days before the commencement of every months as to the time when the lights are to be put on and off, the licensees being responsible for the -- observance of the schedule so given, provided however the minimum light--ing hours in a year shall not be less than 1800.

6. The licensees shall during the aforesaid period at their expense and in a manner herein after appearing maintain in good order the installation of the Municipality for street lighting and shall,

(a) use water-tight brackets and reflectors of Municipal -- selection and approved by Government, the light being so reflected and projected on the road-surface as to give the maximum quantity of light on the road.The bulb shall be of the make specified by the Municipality and available in the market.

(b) maintain all overhead lines and under-ground cables in proper order;

in proper order;

(c) paint poles, brackets,reflectors etc., as and when required;

(d) clean all reflectors and bulbs as and when required;

(e) light and extinguish the street lamps according to Municipal requirements as stated in clause(5) above;

(f) replace the bulbs when burnt out,broken or stolen or when asked to do so in writing by the Chief Officer when the bulbs fail to give clear and steady light of the specified capacity as shown on the bulbs using the electric current or energy for lamps of general service per British standard specification;

(g) replace any brackets,poles,reflectors, wires cables and all other fittings whenever such replacements are necessary by reasons of wear and tear;

(h) on corners or on cross roads or on junctions of roads the licensees shall place if so required by the Municipality the light in the centre of cross road or at such other convenient situation directed by the Secretary in writing so as to serve the Municipal purpose bette

(i) shall place all high power lights of 100 watts or above in centre of the road at places indicated by the Secretary in a written -- notice given for the purpose;

(j) maintain the programme of street lighting as per clause 6 above.

7. In case the Municipality requires ornamental lighting the -- licensees shall be bound to do so at the cost of the Municipality but the licensees will have to give rebate to the Municipality of the cost licensees would have been required to incur for putting up the light -- according to the terms of the agreement.Such works will be undertaken - after the costs are agreed between the parties.In case of disagreement between the parties about the costs,the Municipality reserves to itself the power of getting the masonry work done by other agency and the --- electrical work shall be done by the Company at the cost of the Munici -lity giving rebate of the cost of the ordinary fittings as above ment -ed.The maintenance of the ornamental works will be a charge on the -- Municipality and maintenance of the electric work a charge on the ---- licensees.

8. The Municipality shall pay to the Licensees a rate of 0-4-6 p

unit used for the purpose of street lighting and for Municipal -- buildings such as Municipal office.Dispensary.Dharmashala,Municipal Read--ing Room etc., except Toll nakas and fans and radios as well.The wiring of these Municipal buildings will however be done at the cost of the Municipality

9. The current used during the month for the street lighting shall be measured by means of meters which shall be kept in a locked room in the premises of the Municipal office duly sealed by the Municipal seal, and the incidental expenses in respect of fixing the meters in the Municipal office so far as they relate to the fixing of the meters in the Municipal office and the connection of the wires to it from the nearest pole No.A.I -C./8 and the cost of meters should be borne by the Municipality in case the fixing of the meters from the nearest pole is considered to be techni--cally irregular, the work of fixing the same from the power house shall be carried out by the Licensees entirely at their own expenses.And the current used for Municipal buildings shall be measured by means of meters kept in the respective buidlings.The meter readings in respect of street lights shall be taken a by representative of the licensees in the presence of the representative of the Municipality and recorded in his presence.

10. The meters shall be tested every year by the licensees at their own cost.Should the Municipality dispute the accuracy of the meters, it may,giving to the licensees not less than 48 hours notice in writing and paying the fee required by the Government testing laboratory have the meter or meters officially tested by the Electric Inspector to Government. In event of any meter of meters being tested as aforesaid and found to be registering a mean error of more than 3 per cent.Plus or minus from a--- accuracy, the testing fee shall be returned to the Municipality and the licensees shall deduct from or add to the account in dispute an amount equivalent to the error in accorance with the test for a period of three calendar months or such less period as this agreement may have been in -- force immediately preceeding the date on which the testing fee is deposited The licensees shall be at liberty to remove the meters and have the same tested at their cost after 48 hours notice to the Municipality.In event of any meter ceasing to register, a charge will be made on the following -- basis:-First the period between the date of the last recording meter -- reading of the defective meter and the date on which the defective meter

and the date on which the defective meter was remedied (herein-after called the defective period) shall be ascertained.Next the actual -- consumption when electric energy is being taken under normal condition shall be recorded for a period equivalent to the defective period.Third the actual consumption during the defective period.

11. (a) Subject to (b) below, if one or more street lamps have not been lighting the licensees shall light them not later than forty eight hours from the hour of receiving written intimation from the --- Municipality to that effect,failing which deductions by way of penalty shall be made from the licensee's bill at four annas per lamp per night o or part thereof after the expiry of the said forty eight hours.

(b) The Municipality is not entitled to claim any penalty for stoppage or interruption of supply of enrgy caused by occurances such as cyclones,floods,storms,earthquakes,riots, civil distmnbances,line cuts break-down of machinery,deliberate and malicious destruction of the -- licensee's property,war,Act of Goc, King's enemies or other circumstances beyond the control of the licensees.

12. For comparision of proper recording by meters, the units shall be calculated by the following calculation viz number of lamps wattage of each lamp number of lighting hours divided by one thousand must give the total units of energy consumed.The reading derived from meters shall be checked by the above method giving an extra allowance of 5 per cent, for losses etc.On comparision of these two figures as read by meters and as actually calculated as above with extra allowance, the lower -- figure shall be taken for calculation of the bill.

13. All bills on meter reading checked and calculated and corrected if necessary as above in connection with the supply of electric energy to the Municipality will be submitted monthly, and the amount of such bills will be paid within 15 days of their submission.If the ---- Municipality fails to pay the bills within 30 days of the submission of the same, the licensees shall serve a notice in writing upon the --- Municipality demanding payment within seven days, and the licensees shal be entitled to charge interest @ 4/8/- per cent per annum which interest becomes due after a period of one month from the date on which it is received in the office, and the licensees shall in addition without -- prejudice to any other rights or remedies which they may have, be at

at liberty to shut off the supply and the Municipality shall be -- liable to pay to the licensees all damages sustained by them and all expenses in connection there with and with the renewal of supply.

14. The Licensees shall carry out all work with due care and caution and shall not cause any damage to any Municipal property. If they do any such damage to the Municipality property they shall make good the loss to the Municipality.

15. In the even of any suit being filed against the Municipality by any person by reason of death or injury or damage to any person or property caused by (a) electric leakage due to faulty maintence of the street lighting installation occasioned by negligence, non-feasance of misfeasance of the Licensees or (b) by a defective work done by or on behalf of the Licensees for the Municipality or (c) by the Licensees's failure to do any act or work which they shall be bound to do in respect of work carried out by it under this agreement, the Municipal-ity shall be entitled to be indemnified by the Licensees and for that purpose to initiate third party proceedings against the Licensees.

16. The rights and obligations of the parties under the Indian Electricity Act (Act I of 1910) and the several amendments thereto are not affected save and except in the manner provided for in these -- presents.

17. In case of a dispute between the Licensees and the Municipal-ity the same shall be referred to the arbitration under the Indian Arbitration Act; but one arbitrator shall be appointed by each side and in case these abbitrators disagree, the matter or matters of -- difference shall be referred to the Civil Court as a special case unde the provision of the Civil Procedure Code. Each party shall bear the - expenses of its arbitrators, and the expenses referring the matter to arbitration shall be borne by each party equally.

Signatures:-

"True copy".

President,
Ranebennur Municipality.

Health & Local Govt Department

This complaint of the P.W.D. to deal with and the papers may be transferred & that Department be informed after usr.

21.4.47

usr to P.W.D. of 21-4-47

El 2214 D7/2-47

P. W. D.
File No. 905-23/1569
Serial No. 1526

El (i)
27-4-47

El. (ii) P.W.D.

This may be returned to the Health & Local Govt. with an intimation that the proposed transfer is accepted.

SAS. 29-4-47

30.4.47

usr to H. & L.G. Deptt of 2-5-47

H&LG

GENERAL DEPARTMENT
File No. 5.23
A 2-5-47.
Serial No. 515

S.A.S.

epresentation from the President, Ranebennur Municipality No.839, dated 24th March 1047 and its accompaniment)

No.S.23/11569/A,
Health and Local Government Department,
Bombay Castle. 8th May 1947

Transferred to the Public Works Department for disposal.

N.R.Rao

Assistant Secretary to the Government of Bombay,
Health and Local Government Department.

81.13v P.W.]

Submitted

2. The Army has since internal
that the dispute has been settled
amicably thro the intervention of
the colly of Dharwar who main
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is under enclosure, which
is necessary on their part
beyond receiving them with
the main tib.

Sd/-
25/5/49

Sd/-
24/5/49

The Byadgi and Ranebennur Electric Licenses, 1937 :

Grant to Mr. Sidramappa Andanappa Manvi of electric licenses to supply energy within the Municipal districts of Byadgi and Ranebennur.

GOVERNMENT OF BOMBAY.

PUBLIC WORKS DEPARTMENT.

Resolution No. 9321/27.

Bombay Castle, 26th January 1937.

Letter from Mr. Sidramappa Andanappa Manvi, dated 16th February 1935, as under :—

" I beg to request that Government may be pleased to grant me a license under section 3 of the Indian Electricity Act to supply electricity at Byadgi and Ranebennur, which are small towns situated close together in the Dharwar District.

Six copies of the draft license are forwarded separately.

The local authorities concerned are the Byadgi and Ranebennur Municipalities

A complete map of the whole of the area of supply not being available, two separate maps marked ' A ' and ' B ' are submitted herewith for the areas of Byadgi and Ranebennur respectively.

I do not require any lands to be acquired for the present for the undertaking as I hope to be able to secure the required land by private negotiations.

The capital I propose to expend on the undertaking is Rs. 75,000.

As required by rule 13 of the Indian Electricity Rules, a notice of the application will be advertised in English in three successive issues of the *Tarun-Karnatak* which is circulated in the area of supply. Copies of the paper containing the advertisement will be submitted to Government in due course.

With regard to the fee to be paid under rule 9 (1) (*g*) of the rules, I beg to state that in view of the small size of Byadgi and Ranebennur Government may be pleased to remit the same. In case Government are not pleased to remit it in full I request that a nominal fee of Rs. 50 or so may be charged. I beg to state that my idea was to apply for sanction under section 28 of the Act in which case I would not have had to pay the license fee and also I would have been saved the expense of printing the draft license and also of advertising it. But, as I find it safe both from my own point and also that of the public that I should take out a regular license I have determined to submit this application, but I request that the undertaking should not on that account be saddled with high preliminary expenses.

Trusting that Government will be pleased to grant the license asked for at an early date."

Read letter from Mr. S. A. Manvi, dated 19th February 1935.

Read Government letter No. 9321/27-M, dated 23rd February 1935, to Mr. S. A. Manvi.

Read Government Memorandum No. 9321/27-M, dated 6th March 1935, forwarding with remarks, to the Accountant General, Bombay, the chalan for Rs. 500 received from the applicant.

Read Government Notification No. 9321/27, dated 6th March 1935, republishing in the *Bombay Government Gazette* the notice published by the applicant under the Indian Electricity Rules, 1922.

Read Government Memorandum No. 9321/27-M, dated 18th March 1935, forwarding, with remarks, a copy of the Government Notification to the Commissioner, Southern Division, and asking for his remarks.

Read Government letter No. 9321/27-M, dated 18th March 1935, addressed to the Agent, Madras and Southern Mahratta Railway.

Read letter from the Agent, Madras and Southern Mahratta Railway Company, No. W. 2854, dated 2nd April 1935.

Read Memorandum from the Commissioner, Southern Division, No. M.S.C. 422, dated 29th October 1935.

Read Memorandum from the Electrical Engineer to Government, No. LRM. 89/780, dated 1st July 1936.

Read Memorandum from the Remembrancer of Legal Affairs, No. 4992, dated 2nd September 1936.

Read Government letter No. 9321/27-M, dated 7th October 1936, to the Agent, Madras and Southern Mahratta Railway Company.

Government letter No. 9321/27-M, dated 7th October 1936, addressed to Mr. S. A. Manvi :—

" With reference to the correspondence ending with your letter, dated 28th February 1935, I am directed by the Governor in Council to state that, as you propose to erect two generating stations, one at Byadgi and the other at Ranebennur, for the supply of electric energy to the respective places, Government propose to treat the scheme as two independent undertakings and to grant a separate license in respect of each town. I am accordingly to forward herewith for acceptance two revised drafts of the licenses, one relating to Byadgi and the other to Ranebennur, and to request that if you are willing to accept them in the forms proposed, they may be returned with an intimation to that effect endorsed on the title pages of the draft licenses in the space provided for the purpose. The deposited maps in triplicate for the two places submitted by you to the Electrical Engineer to Government are also forwarded herewith with a request that they may be returned to Government after the location of the Power Houses has been marked thereon.

" 2. I am further to request you to submit for the information of Government a report giving in detail a financial forecast of the proposed undertakings, viz. the proposed expenditure under the various heads, the anticipated demand for energy, the expected revenue, etc.

" 3. Lastly, I am to forward for information and guidance a copy of the opinion of the Solicitor to Government of India, dated 11th December 1916, in accordance with which the cost of the first pole on the consumer's premises should be shared between the licensee and the consumer."

Letter from Mr. S. A. Manvi, dated 9th December 1936 :—

" As desired in your letter No. 9321/27-M, I beg to return herewith the revised drafts duly signed by me together with the deposited maps after making the location of the Power Houses.

I have the honour to also submit for favour of your information estimated financial forecasts of the proposed two schemes, showing the necessary details in respect of capital investment, anticipated revenue and expenditure. I trust the same will be found in order."

RESOLUTION.—In exercise of the powers conferred by section 3 (1) of the Indian Electricity Act, 1910, the Governor in Council is pleased to sanction the grant of the licenses appended hereto, under the aforesaid Act, to Mr. Sidramappa Andanappa Manvi for the supply of electrical energy to the areas comprised within the Municipal districts of Byadgi and Ranebennur.

2. The Governor in Council is also pleased to authorise the Secretary to the Government of Bombay, Public Works Department, to sign the licenses on behalf of Government.

3. The licenses should be notified in the *Bombay Government Gazette*.

4. The deposited maps, referred to in clauses 4 and 5 of each of the licenses and submitted by the lisensee, should be signed by the Secretary to the Government of Bombay, Public Works Department, and dated to correspond with the date of the notifications of the grant of the licenses. They should then be recorded in the Secretariat, duplicate copies of the same being forwarded to the Electrical Engineer to Government for record in his office.

5. The licensee should be asked to submit annually, before the 1st October, the accounts in respect of the undertakings made up to the 31st March of the same year in the forms set forth in annexure V to the Indian Electricity Rules, 1922, and also in the usual statement form.

6. The attention of the licensee should be invited to section 21 of the Indian Electricity Act and also to clause 6 (1) of the licenses and he should be asked to submit, in due course, for the sanction of Government, the conditions that he wishes to adopt for regulating his relations with the consumers in the form, a model of which should be obtained from the Electrical Engineer to Government. He should also be informed that in accordance with clause 7 (2), proviso (*a*) of each of the licenses the methods of construction he proposes to adopt should be approved in writing by the Electrical Engineer to Government before any work is started in connection with the supply.

7. Two copies of each of the licenses should be forwarded to the Governments of Madras, Public Works Department, and Burma, Local Government Department, for information.

By order of the Governor in Council,

W. X. MASCARENHAS,
Deputy Secretary to Government.

G. R., No. 9321/27, P. W. D., dated the 26th January 1937.

To

*The General Department.
*The Commissioner, Southern Division.
*The Superintending Engineer, Southern Circle.
*The Collector of Dharwar.
*The Remembrancer of Legal Affairs (with four copies of each of the Government Notifications).
*The Electrical Engineer to Government (with six copies of each of the Government Notifications and a copy of deposited maps).
*The Executive Engineer, Dharwar Division.
*The Executive Engineer, Electrical Division.
*The Agent, Madras and Southern Mahratta Railway Company.
*The Postmaster General, Bombay.
†The Secretary to Government of Madras, Public Works Department.
†The Secretary to the Government of Burma, Local Government Department.

*With copies of the Government Notifications.
†By letter.

No. of 1937.

Copy forwarded for information and guidance to

PUBLIC WORKS DEPARTMENT.

Bombay Castle, 26th January 1937.

No. 9321/27-I.—In exercise of the powers conferred by section 3 (*1*) of the Indian Electricity Act, IX of 1910, the Governor in Council is pleased to sanction the following license under the aforesaid Act being granted to Mr. Sidramappa Andanappa Manvi for the supply of electrical energy in the areas and with the powers and upon the terms and conditions specified below :— INDIAN ELECTRICITY ACT, 1910.

BYADGI ELECTRIC LICENSE, 1937.

LICENSE GRANTED BY THE GOVERNMENT OF BOMBAY FOR THE SUPPLY OF ENERGY UNDER THE INDIAN ELECTRICITY ACT, 1910.

License.—License is hereby granted to Mr. Sidramappa Andanappa Manvi carrying on business as Electric Light and Power Suppliers under the name and style of Messrs. Manvi Brothers and having their registered office at Gadag to supply energy in the area with the powers and upon the terms and conditions specified below :—

1. *Short title.*—This license may be cited as " The Byadgi Electric License, 1937 ".

2. *Interpretation.*—In this license—

(1) " Act " shall mean the Indian Electricity Act, 1910;

(2) " rules " shall mean the rules made under the Act;

(3) " licensee " shall mean and include the said Sidramappa Andanappa Manvi and his permitted assigns;

(4) " deposited map " shall mean the plan of the area of supply as hereinafter specified, which is deposited with Government in pursuance of the rules, which plan is signed, for the purpose of identification, by the Secretary to the Government of Bombay, in the Public Works Department and by the licensee;

(5) " the commencement of this license " shall mean the date of the notification by the Government of Bombay in the *Bombay Government Gazette* by which this license is granted;

(6) " Government " shall mean the Government of Bombay;

(7) words and expressions not defined in this license but defined in the Act or the rules shall have the meaning assigned to them in the Act or the rules as the case may be.

3. *Security.*—(1) The period within which the licensee shall show under sub-clause (*a*) of clause 1 of the Schedule to the Act that he is in a position fully and efficiently to discharge the duties and obligations imposed upon him by the license throughout the area of supply shall, unless otherwise ordered by Government under clause (*b*) of sub-section (*3*) of section 4 of the Act, be six months from the commencement of this license.

(2) Unless otherwise ordered by Government under clause (*b*) of sub-section (*3*) of section 4 of the Act, the sum which the licensee shall deposit or secure to the satisfaction of Government under sub-clause (*b*) of clause I of the Schedule to the Act, shall be rupees two thousand and the period within which such sum shall be so deposited or secured shall be three months from the commencement of this license.

4. *Area of supply.*—The area within which the supply of energy is authorised by this license, hereinbefore and hereinafter referred to as " the area of supply ", shall be the whole of the area comprised within the municipal district of Byadgi which is shown as bounded by a green-coloured line on the deposited map.

5. *Area of compulsory supply.*—(1) The licensee shall, within a period of eighteen months from the commencement of this license, execute works to the satisfaction of Government for the purpose of a full and continuous supply of energy throughout the streets and parts of streets as are mentioned below and shown in red colour on the deposited map :—

1. Main Bazar Road from Municipal Office to Hanuman Tank.
2. Menshinkai Gally from Municipal Office to Arlavoni Gally.
3. Shettar Oni connecting Main Bazar Road and Menshinkai Gally.

(2) In the case of any difference between the description of the streets mentioned in sub-clause (1) of this clause and that indicated on the deposited map, the latter shall prevail.

(3) The licensee shall commence to execute the works aforesaid within six months from the commencement of this license and shall complete the execution of the works aforesaid and shall commence the supply of energy within eighteen months therefrom.

(4) The licensee shall every three months submit reports to Government and also to the Electrical Engineer to Government specifying the progress made up to date from the commencement of the license in the execution of the works in the compulsory area.

(5) *Revocation of license.*—If the licensee fails to comply with the provisions of sub-clauses (1), (3) or (4) of this clause, or if, in the opinion of Government, the progress made during any portion of the said period of eighteen months is unsatisfactory, the license shall be liable to be revoked, and the security furnished as per sub-clause (2) of clause 3 shall be forfeited.

6. *Purposes of supply.*—(1) Subject to the provisions of this license, the Act and the rules, the licensee shall be entitled during the continuance of this license to supply energy within the area of supply for all purposes, and in bulk and to other licensees for their own purposes:

Provided that the licensee shall not, except when specifically required in writing by Government, be liable to supply energy during the day time, i.e., between sunrise and sunset:

Provided further that no supply of energy shall be commenced to be given by the licensee to any owner or occupier of private premises or in bulk to a distributing licensee unless and until the licensee's works have been inspected by the Government Electric Inspector, and passed by him in writing, and until Government have approved—

(*a*) the form of requisition to be made by such owner or occupier or distributing licensee for such supply of energy;

(*b*) the form of written contract or agreement with the licensee to take a supply of energy to be executed or entered into by such owner or occupier or distributing licensee; and

(*c*) the amounts of all miscellaneous charges which the licensee proposes to make against such owner or occupier or distributing licensee, as incidental to or in connection with such supply.

(2) Clauses V, VI, VII, IX, X and XI of the Schedule to the Act shall, wherever necessary, be read as expressly added to or varied to the extent set out in the proviso to sub-clause (1) of this clause.

(3) The licensee shall not supply energy to any premises unless the owner or occupier of such premises has satisfied the licensee that all work, including repairs relating to electric wires, fittings and apparatus on such premises, has been carried out by a licensed electrical contractor and under the supervision of a Competency Certificate holder under the rules or orders issued by Government in this behalf, or by such other person as may be authorised to carry out such works under rule 40-A of the rules and clause VI of the Schedule to the Act shall be deemed to be modified accordingly.

7. *System of supply.*—(1) The system of supply of energy which may be adopted for the purpose of this license shall be the following:—

I.—Direct Current.

For general purposes, viz., lights, fans, heaters and refrigerators—

(*a*) a continuous current low pressure supply at the consumer's terminals at a pressure of 220/230 volts between one of the outers and the middle conductor of a three-wire system, the middle conductor being connected to earth at the generating station, but insulated at all other parts; or

(*b*) a continuous current low pressure supply at 220/230 volts between the conductors of a two-wire system; or

For power purposes—

(*a*) a continuous current medium pressure supply at a pressure of 440/460 volts between the outers of a three-wire system; or

(*b*) a continuous current low pressure supply at 220/230 volts between the conductors of a two-wire system.

II.—Alternating Current.

Single or three-phase, three or four wire, periodicity fifty cycles per second. The pressure of supply at the consumer's terminals shall be as under:—

(*a*) 230 volts between each phase and neutral for general purposes, viz., lights, fans, heaters and refrigerators;

(*b*) 400 volts between phases for motive power purposes and purposes other than those specified in (*a*) above ; and

(*c*) any pressure up to 6,600 volts for feeders and for supply to any large consumer for power purposes :

Provided always (*i*) that the licensee may from time to time with the previous consent in writing of and subject to such limitations and conditions as may be prescribed in writing by Government adopt any other system of supply for the purpose of this license and (*ii*) that no high tension mains shall be brought within or near the populated areas without the specific sanction of Government in each case.

(2) The feeders, distributing mains and service lines may be laid overhead, or underground, provided that wherever and whenever specifically required to do so in writing by Government, such feeders, distributing mains or service lines shall be laid underground :

Provided that—

(*a*) no work or works shall be commenced by the licensee unless and until the method of construction has been previously approved in writing by the Electrical Engineer to Government ;

(*b*) where overhead mains are used, they shall be nowhere at a height of less than twenty-five feet from the ground level of the streets at all crossings and in all the routes where *raths* or *taboots* or other similar religious processions are likely to pass. In cases of disputes such routes and heights shall be determined by the District Magistrate ;

(*c*) in narrow lanes or streets, the poles for overhead mains shall be placed on the extreme edge of the lane or street and a special construction to be approved by the Electrical Engineer to Government shall be adopted to keep the wires clear of every building ;

(*d*) no poles shall be erected in streets and thoroughfares which are less than ten feet in width for vehicular traffic ; and

(*e*) nothing in this license shall authorise the licensee to use overhead mains at any higher pressure than the medium pressure without the written sanction of Government in each case and subject to any conditions or limitations which Government may prescribe in that behalf.

(3) Due precautions shall be taken to avoid any possible interference with the adjacent telephone or telegraph circuits due to inductive effects. The electric wires shall be suitably transposed where necessary.

(4) For the purpose of rule 61 of the rules, the maximum wind pressure shall be taken as twelve pounds per square foot.

8. *Generating, receiving, transforming and distributing stations.*—(1) The generating, receiving, transforming and distributing stations shall be within the area of supply.

(2) Qualified men holding at least competency certificates shall be employed in the generating station and on the distribution system and the whole undertaking shall be under the charge of a qualified engineer with previous experience of at least five years.

9. *Rates : Limits of prices to be charged.*—The rates to be charged by the licensee for energy supplied by him shall not exceed the maxima set out below, or in the case of a method of charge approved by Government under clause (*c*) of sub-section (*3*) of section 23 of the Act, such maxima as Government may fix on approving the method :—

(A) Where energy is supplied by meter—

(1) For general supply purposes, viz. :—

(*a*) for lights and fans not provided for in item (*b*) below—a rate of annas six per unit ;

(*b*) for lights and fans in religious and educational institutions and hospitals—a rate of annas five per unit ;

(*c*) for heating and refrigerating purposes—a rate of annas three per unit ; and

(2) For motive power purposes and purposes other than those mentioned in items (1) (*a*), (*b*) and (*c*) above :—

Up to and including 3 K.W.—a standing charge of rupees three per K.W. per mensem plus annas two per unit.

Over 3 K.W.—a standing charge of rupees three per K.W. per mensem for the first three K.W. and of rupees two per mensem for every additional K.W. plus anna one and pies six per unit.

Note.—The term " unit " occurring in this sub-clause shall mean the energy contained in a current of 1,000 amperes flowing under an electro-motive force of one volt during one hour.

(3) A minimum charge of rupees two and annas eight per mensem in the cases referred to in items (*a*), (*b*) and (*c*) of sub-clause (A) (1) of this clause shall be charged exclusive of meter rent and irrespective of whether energy of that value has been consumed or not.

(4) *Meter rent.*—The rent to be charged for meters shall not exceed—Annas eight per month for a D.C. meter or a single phase A.C. meter; and one rupee per month for a polyphase A.C. meter or a D.C. meter of 440/460 volts.

(B) Where energy is not supplied by meter, a fixed rate of rupee one and annas eight per mensem shall be charged for a twenty-watt light and rupee one for every additional twenty watts or part thereof burning for not more than six hours from 6 p.m. to 12 midnight (Indian Standard Time).

(C) In the case of large consumers, contracts may be made for fixed periods at such rates not exceeding the rates specified in sub-clause (A) of this clause as may be agreed upon.

(D) Without prejudice to anything contained in the above sub-clauses, the licensee may at any time enter into a special contract with the Municipality of Byadgi for supply of energy to the said Municipality for public lighting upon such terms and conditions and at such rates not exceeding the maxima charges specified above, as may for the time being be mutually agreed upon.

10. *Breaking up of streets.*—The length of trenches to be opened on any street at any one time, and the period for which they may remain open, shall be determined from time to time by Government or the local authority by which such streets are repairable.

11. *Purchase of the undertaking.*—(1) The option of purchase given by sub-section (*1*) of section 7 of the Act shall be exercisable first on the expiration of forty years from the commencement of this license and thereafter on the expiration of every subsequent period of ten years therefrom. The percentage of the value of the lands, buildings, works, materials and plant of the licensee referred to in sub-section (*1*) of section 7 of the Act which shall be added to such value under the second proviso to that sub-section on account of compulsory purchase shall be ten per centum.

(2) In accordance with clause (*d*) (*ii*) of sub-section (*2*) of section 3 of the Act, it is hereby declared that the generating station belonging to the licensee and used in connection with the undertaking or where energy is purchased from any other person or company, the receiving and distributing sub-stations used in connection with the undertaking, shall form part of the undertaking for the purpose of purchase under section 5 or section 7 of the Act.

12. *Assignment of the license.*—At any time after the commencement of this license the licensee may, with the previous consent in writing of Government, and subject to the compliance with such conditions upon which such consent may be given, assign this license and transfer the whole of the undertaking in respect of which this license is granted (including all lands, buildings, works, materials and plant of the licensee) to any individual or company formed or to be formed and registered in the Bombay Presidency in accordance with the law for the time being in force in British India, or, in Great Britain under any enactment relating to companies for the time being in force there and having authority to take over the license and the said undertaking as the case may be and to exercise the powers and perform the obligations given to or imposed upon the licensee under this license and the Act and the rules, and on such assignment and transfer, the rights, powers, authorities, obligations and liabilities of the licensee shall be exercisable by and shall attach to such individual or company formed or to be formed as aforesaid.

Dated this twenty-sixth day of January One thousand nine hundred and thirty-seven.

By order of His Excellency the Right Honourable the Governor of Bombay in Council,

T. A. ANDREW,
Secretary to the Government of Bombay,
Public Works Department.

By order of the Governor in Council,

T. A. ANDREW,
Secretary to Government.

PUBLIC WORKS DEPARTMENT.

Bombay Castle, 26th January 1937.

No. 9321/27-II.—In exercise of the powers conferred by section 3 (*1*) of the Indian Electricity Act, IX of 1910, the Governor in Council is pleased to sanction the following license under the aforesaid Act being granted to Mr. Sidramappa Andanappa Manvi for the supply of electrical energy in the areas and with the powers and upon the terms and conditions specified below :— INDIAN ELECTRICITY ACT, 1910.

RANEBENNUR ELECTRIC LICENSE, 1937.

LICENSE GRANTED BY THE GOVERNMENT OF BOMBAY FOR THE SUPPLY OF ENERGY UNDER THE INDIAN ELECTRICITY ACT, 1910.

License.—License is hereby granted to Mr. Sidramappa Andanappa Manvi carrying on business as Electric Light and Power Suppliers under the name and style of Messrs. Manvi Brothers and having their registered office at Gadag to supply energy in the area with the powers and upon the terms and conditions specified below :—

1. *Short title.*—This license may be cited as " The Ranebennur Electric License, 1937 ".

2. *Interpretation.*—In this license—

(1) " Act " shall mean the Indian Electricity Act, 1910;

(2) " rules " shall mean the rules made under the Act;

(3) " licensee " shall mean and include the said Sidramappa Andanappa Manvi and his permitted assigns;

(4) " deposited map " shall mean the plan of the area of supply as hereinafter specified, which is deposited with Government in pursuance of the rules, which plan is signed, for the purpose of identification, by the Secretary to the Government of Bombay, in the Public Works Department and by the licensee;

(5) " the commencement of this license " shall mean the date of the notification by the Government of Bombay in the *Bombay Government Gazette* by which this license is granted;

(6) " Government " shall mean the Government of Bombay;

(7) words and expressions not defined in this license but defined in the Act or the rules shall have the meaning assigned to them in the Act or the rules as the case may be.

3. *Security.*—(1) The period within which the licensee shall show under sub-clause (*a*) of clause 1 of the Schedule to the Act that he is in a position fully and efficiently to discharge the duties and obligations imposed upon him by the license throughout the area of supply shall, unless otherwise ordered by Government under clause (*b*) of sub-section (*3*) of section 4 of the Act, be six months from the commencement of this license.

(2) Unless otherwise ordered by Government under clause (*b*) of sub-section (*3*) of section 4 of the Act, the sum which the licensee shall deposit or secure to the satisfaction of Government under sub-clause (*b*) of clause I of the Schedule to the Act, shall be rupees two thousand and the period within which such sum shall be so deposited or secured shall be three months from the commencement of this license.

4. *Area of supply.*—The area within which the supply of energy is authorised by this license, hereinbefore and hereinafter referred to as " the area of supply ", shall be the whole of the area comprised within the municipal district of Ranebennur which is shown as bounded by a green-coloured line on the deposited map :

Provided that nothing in this license shall be construed to prevent the Madras and Southern Mahratta Railway from generating energy or purchasing it from any other railway or Government Department for its own industrial, domestic or other uses.

5. *Area of compulsory supply.*—(1) The licensee shall, within a period of eighteen months from the commencement of this license, execute works to the satisfaction of Government for the purpose of a full and continuous supply of energy throughout the streets and parts of streets as are mentioned below and shown in red colour on the deposited map :—

(1) Maconochie Road from Railway Compound to Narasimh Devar Temple via Post Office and New Municipal Office.

(2) Marwadi Galli and Ancalkoti Road from Gawli Road to Maconochie Road via Bazar Road.

(3) Bazar Road from Durgawa Temple to Badnikai Galli.

(2) In the case of any difference between the description of the streets mentioned in sub-clause (1) of this clause and that indicated on the deposited map, the latter shall prevail.

(3) The licensee shall commence to execute the works aforesaid within six months from the commencement of this license and shall complete the execution of the works aforesaid and shall commence the supply of energy within eighteen months therefrom.

(4) The licensee shall every three months submit reports to Government and also to the Electrical Engineer to Government specifying the progress made up to date from the commencement of the license in the execution of the works in the compulsory area.

(5) *Revocation of license.*—If the licensee fails to comply with the provisions of sub-clause (1), (3) or (4) of this clause, or if, in the opinion of Government, the progress made during any portion of the said period of eighteen months is unsatisfactory, the license shall be liable to be revoked, and the security furnished as per sub-clause (2) of clause 3 shall be forfeited.

6. *Purposes of supply.*—(1) Subject to the provisions of this license, the Act and the rules, the licensee shall be entitled during the continuance of this license to supply energy within the area of supply for all purposes, and in bulk and to other licensees for their own purposes:

Provided that the licensee shall not, except when specifically required in writing by Government, be liable to supply energy during the day time, i.e. between sunrise and sunset:

Provided further that no supply of energy shall be commenced to be given by the licensee to any owner or occupier of private premises or in bulk to a distributing licensee unless and until the licensee's works have been inspected by the Government Electric Inspector, and passed by him in writing, and until Government have approved—

(*a*) the form of requisition to be made by such owner or occupier or distributing licensee for such supply of energy;

(*b*) the form of written contract or agreement with the licensee to take a supply of energy to be executed or entered into by such owner or occupier or distributing licensee; and

(*c*) the amounts of all miscellaneous charges which the licensee proposes to make against such owner or occupier or distributing licensee as incidental to or in connection with such supply.

(2) Clauses V, VI, VII, IX, X and XI of the Schedule to the Act shall, wherever necessary, be read as expressly added to or varied to the extent set out in the proviso to sub-clause (1) of this clause.

(3) The licensee shall not supply energy to any premises unless the owner or occupier of such premises has satisfied the licensee that all work, including repairs relating to electric wires, fittings and apparatus on such premises, has been carried out by a licensed electrical contractor and under the supervision of a Competency Certificate holder under the rules or orders issued by Government in this behalf, or by such other person as may be authorised to carry out such works under rule 40-A of the rules and clause VI of the Schedule to the Act shall be deemed to be modified accordingly.

7. *System of supply.*—(1) The system of supply of energy which may be adopted for the purpose of this license shall be the following:—

I.—*Direct Current.*

For general purposes, viz. lights, fans, heaters and refrigerators—

(*a*) a continuous current low pressure supply at the consumer's terminals at a pressure of 220/230 volts between one of the outers and the middle conductor of a three-wire system, the middle conductor being connected to earth at the generating station, but insulated at all other parts; or

(*b*) a continuous current low pressure supply at 220/230 volts between the conductors of a two-wire system; or

For power purposes—

(*a*) a continuous current medium pressure supply at a pressure of 440/460 volts between the outers of a three-wire system; or

(*b*) a continuous current low pressure supply at 220/230 volts between the conductors of a two-wire system.

II.—*Alternating Current.*

Single or three-phase, three or four-wire, periodicity fifty cycles per second. The pressure of supply at the consumer's terminals shall be as under:—

(*a*) 230 volts between each phase and neutral for general purposes, viz. lights, fans, heaters and refrigerators;

(*b*) 400 volts between phases for motive power purposes and purposes other than those specified in (*a*) above; and

(*c*) any pressure up to 6,600 volts for feeders and for supply to any large consumer for power purposes:

Provided always (i) that the licensee may from time to time with the previous consent in writing of and subject to such limitations and conditions as may be prescribed in writing by Government adopt any other system of supply for the purpose of this license and (ii) that no high tension mains shall be brought within or near the populated areas without the specific sanction of Government in each case.

(2) The feeders, distributing mains and service lines may be laid overhead, or underground, provided that wherever and whenever specifically required to do so in writing by Government, such feeders, distributing mains or service lines shall be laid underground :-

Provided that—

(*a*) no work or works shall be commenced by the licensee unless and until the method of construction has been previously approved in writing by the Electrical Engineer to Government;

(*b*) where overhead mains are used, they shall be nowhere at a height of less than twenty-five feet from the ground level of the streets at all crossings and in all the routes where *raths* or *taboots* or other similar religious processions are likely to pass. In cases of disputes such routes and heights shall be determined by the District Magistrate;

(*c*) in narrow lanes or streets, the poles for overhead mains shall be placed on the extreme edge of the lane or street and a special construction to be approved by the Electrical Engineer to Government shall be adopted to keep the wires clear of every building;

(*d*) no poles shall be erected in streets and thoroughfares which are less than ten feet in width for vehicular traffic; and

(*e*) nothing in this license shall authorise the licensee to use overhead mains at any higher pressure than the medium pressure without the written sanction of Government in each case and subject to any conditions or limitations which Government may prescribe in that behalf.

(3) Due precautions shall be taken to avoid any possible interference with the adjacent telephone or telegraph circuits due to inductive effects. The electric wires shall be suitably transposed where necessary.

(4) For the purpose of rule 61 of the rules, the maximum wind pressure shall be taken as twelve pounds per square foot.

8. *Generating, receiving, transforming and distributing stations.*—(1) The generating, receiving, transforming and distributing stations shall be within the area of supply.

(2) Qualified men holding at least competency certificates shall be employed in the generating station and on the distribution system and the whole undertaking shall be under the charge of a qualified engineer with previous experience of at least five years.

9. *Rates : Limits of prices to be charged.*—The rates to be charged by the licensee for energy supplied by him shall not exceed the maxima set out below, or in the case of a method of charge approved by Government under clause (*c*) of sub-section (*3*) of section 23 of the Act such maxima as Government may fix on approving the method :—

(A) Where energy is supplied by meter—

(1) For general supply purposes, *viz.* :—

(*a*) for lights and fans not provided for in item (*b*) below—a rate of annas six per unit;

(*b*) for lights and fans in religious and educational institutions and hospitals—a rate of annas five per unit;

(*c*) for heating and refrigerating purposes—a rate of annas three per unit; and

(2) For motive power purposes and purposes other than those mentioned in items (1) (*a*), (*b*) and (*c*) above :—

Up to and including 3 K.W.—a standing charge of rupees three per K.W. per mensem *plus* annas two per unit.

Over 3 K.W.—a standing charge of rupees three per K.W. per mensem for the first three K.W. and of rupees two per mensem for every additional K.W. *plus* anna one and pies six per unit.

Note.—The term " unit " occurring in this sub-clause shall mean the energy contained in a current of 1,000 amperes flowing under an electro-motive force of one volt during one hour.

(3) A minimum charge of rupees two and annas eight per mensem in the cases referred to in items (*a*), (*b*) and (*c*) of sub-clause (A) (1) of this clause shall be charged exclusive of meter rent and irrespective of whether energy of that value has been consumed or not.

(4) *Meter rent.*—The rent to be charged for meters shall not exceed—Annas eight per month for a D.C. meter or a single phase A.C. meter; and one rupee per month for a polyphase A.C. meter or a D.C. meter of 440/460 volts.

(B) Where energy is not supplied by meter, a fixed rate of rupee one and annas eight per mensem shall be charged for a twenty-watt light and rupee one for every additional twenty-watts or part thereof burning for not more than six hours from 6 p.m. to 12 midnight (Indian Standard Time).

(C) In the case of large consumers, contracts may be made for fixed periods at such rates not exceeding the rates specified in sub-clause (A) of this clause as may be agreed upon.

(D) Without prejudice to anything contained in the above sub-clauses, the licensee may at any time enter into a special contract with the Municipality of Ranebennur for supply of energy to the said Municipality for public lighting upon such terms and conditions and at such rates not exceeding the maxima charges specified above, as may for the time being be mutually agreed upon.

10. *Breaking up of streets.*—The length of trenches to be opened on any street at any one time, and the period for which they may remain open, shall be determined from time to time by Government or the local authority by which such streets are repairable.

11. *Breaking up of railways.*—In pursuance of the provisions of sub-section (5) of section 12 of the Act, the licensee is hereby specially authorised within the area of supply to break up the soil and pavement of the portions of the Madras and Southern Mahratta Railway so far only as concerns level-crossings and portions of the said railway running along the highway. Any difference or dispute arising between the licensee and the said railway by reason of the exercise by the licensee of the powers conferred on him by this clause shall, subject to the provisions of sections 13 and 16 of the Act, be determined by Government whose decision shall be final.

12. *Purchase of the undertaking.*—(1) The option of purchase given by sub-section (*1*) of section 7 of the Act shall be exercisable first on the expiration of forty years from the commencement of this license and thereafter on the expiration of every subsequent period of ten years therefrom. The percentage of the value of the lands, buildings, works, materials and plant of the licensee referred to in sub-section (*1*) of section 7 of the Act which shall be added to such value under the second proviso to that sub-section on account of compulsory purchase, shall be ten per centum.

(2) In accordance with clause (*d*) (*ii*) of sub-section (*2*) of section 3 of the Act, it is hereby declared that the generating station belonging to the licensee and used in connection with the undertaking or where energy is purchased from any other person or company, the receiving and distributing sub-stations used in connection with the undertaking, shall form part of the undertaking for the purpose of purchase under section 5 or section 7 of the Act.

13. *Assignment of the license.*—At any time after the commencement of this license the licensee may, with the previous consent in writing of Government, and subject to the compliance with such conditions upon which such consent may be given, assign this license and transfer the whole of the undertaking in respect of which this license is granted (including all lands, buildings, works, materials and plant of the licensee) to any individual or company formed or to be formed and registered in the Bombay Presidency in accordance with the law for the time being in force in British India, or, in Great Britain under any enactment relating to companies for the time being in force there, and having authority to take over the license and the said undertaking, as the case may be, and to exercise the powers and perform the obligations given to or imposed upon the licensee under this license, the Act and the rules, and on such assignment and transfer, the rights, powers, authorities, obligations and liabilities of the licensee shall be exercisable by and shall attach to such individual or company formed or to be formed as aforesaid.

Dated this Twenty-sixth day of January One thousand nine hundred and thirty-seven.

By order of His Excellency the Right Honourable
the Governor of Bombay in Council,

T. A. ANDREW,
Secretary to the Government of Bombay,
Public Works Department.

By order of the Governor in Council,

T. A. ANDREW,
Secretary to Government.

Subject:- Ranebennur Municipality and Messers Manvi Bros., Electricity Licensees,
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Dispute between the -----

No. 380 of 1946-47.
Municipal office, Ranebennur.
Dated 14 -9-1946.

From

S. K. Banagar, Esq.,
President, Ranebennur Municipality.

To

The Deputy Secretary
to the Government of Bombay, P.W.D.,
Secretariate, Bombay.

Sir,

With reference to your letter No.7738/36-El(1) dated 29th June 1946 addressed to S.A.Manvi Esq., Licensee, The Ranebennur Electric License, 1937 Gadag (Dharwar District) a copy of which has been forwarded by the Licensee to this office, I have the honour to state that the matter was considered by the Municipality at its General Meeting held on 23-7-1946. The Municipality has resolved that the whole matter under dispute and the Municipal view regarding the questions at issue should be placed before your honour as it is feared that the Licensee have not placed before you the other side at all. A copy of the G.C.Resolution No.63 of 23-7-1946 is enclosed herewith for favour of reference. If necessary, the opinion of the Remembrancer for Legal Affairs may please be obtained in the matter. The cost in this connection will be borne by the Municipality if that is found necessary. The questions at issue between the Municipality and the Licensees are as shown below. The views of the Municipality as well as those of the Licensees with regard to each question are placed along with the questions at issue:-

15 SEP 1946

1. The first question regarding which the dispute arose is with regard to the Licensees' claim to receive minimum charges with regard to the street-lighting bills though the minimum of lighting hours as per Agreement entered

into in 1940 with the Licensee assured at 1800 lighting hours per year was cut short to about 1200 hours per year under order of the Collector of Dharwar by restricting the hours of lighting to 12.30 mid-night only every night. It may please be noted that the Agreement was entered into with effe from 1-4-1940. Clause 2(a) of the Agreement provides that the number of lighting hours in a year should not be reduced below 1800. On this yearly minimum, the monthly minimum of 150 lighting hours was derived and the lighting schedule was issued to the Licensees to make up this monthly minimum of 150 lighting hours on an average, the hours of lighting varyi from 140 hours to 160 hours according to the daily variations in moon-rise and moon-set in a month. During the darker half a month, the lights would be till 5-30 A.M. in the morning when the lighting hours would be 11. During the bright half, the hours would be proportionately reduced, there being no lights at all on the ~~New~~ Full Moon day. With these variations, the minimum of 150 lighting hours in a month was maintained by th Municipality by means of the lighting schedule issued month to month in advanee for due observance by the Licensees on ea lighting day in the succeeding month.This practice was follow -ed upto September 1942. From this period, the lighting hours were reduced to about 100 hours per month as a consequence of the order of the District Magistrate,Dharwar under his No.P.O -L.S.R.143 of 8-9-1942 (copy enclosed) whereunder he restrict -ed that the electric lights should go off by 12.30 mid-night. Dispite this restriction of lighting hours to 100 hours per month, the Licensee began to prepare their monthly lighting bills basing their calculations on the minimum of 150 lightin hours as per terms of the Agreement. The Municipality - protested that charging for more hours beyond the actual - period of consumption of electricity for purposes of street- lighting was unjustifiable, as the minimum has been brought down under orders of the District Magistrate for reasons for which the Municipality is not responsible. The bills were - therefore,withheld. The Licensees paid no heed to the protest

and continued to send their bills as before.They were request -ed under this office No.527 of 5/9th December 1942 to get - the matter settled by arbitration. They replied in their - letter dated 4th July 1943 that no arbitration was necessary as there was no dispute because their view only was right. Inspite of such clear dispute and inspite of the request of the Municipality to get the matter settled by arbitration as provided under clause 17 of the Agreement,they remained - unmoved, and continued to send their monthly bills for a - minimum of 150 lighting hours. A copy of this office No.381 of 19th September 1942 in reply to letter No.Nil dated 14th & 16th September 1942 (copies enclosed) from the Licensees are enclosed herewith. It may please be noted that the clai of the Licensees for charging for the minimum number of - lighting hours despite the fact that this minimum has been reduced under orders of the Government as a consequence of th abnormal conditions of War and not for any causes attributabl to the Municipality has been disputed right from the beginnin This is still the view of the Municipality.The Licensees have been questioning this view as can be seen from copies of their letters dated 2nd Oct.,1942 and dated 4th Nov.,1942(copies enclosed) and the replies from this office under No.445 of 25/28th Oct.,1942 and No.464 of 31-10-1942. Again copies of the Licensees' letter dated 15-6-1943 and this office No.103 of 26/27th June 1943(copies enclosed) throw further light - regarding the question at issue.

But your answer to question No.1 under your letter No.7738/36-El(1) dated 29th June 1946, is in favour of the Licensees' right to levy charges on the basis of the minimum number of hours fixed in clause 2(a) of the Agreement. I fear the whole question at issue regarding the minimum fixed by th Agreement which has subsequently been reduced under orders of the District Magistrate, has not been fully represented to you by the Licensees. If the Licensees claim were to be admitted, the Municipality would be forced to pay much in excess for no fault of theirs. I,therefore,request you kindly to reconsider this question over again in the light of the correspondence

-submitted herewith.

2. Secondly, as regards the question of Surcharge, at 33⅓ per cent in accordance with Government orders No.6041/36 dated the 11th March 1943, it may please be noted that the Municipality, of course,first felt that in view of the special Agreement entered into for a period of 7 years with the - Licensees,extra charges bevond those leviable under the terms of the Agreement were not justifiable. However, the Licensees were asked under this office No.353 of 10th Oct.,1943 (copy enclosed) to get the dispute regarding payment of such surchar--ge settled by arbitration as required under Clause 17 of the Agreement. The Licensees first refused reference of the matter to arbitration and began to send their bills including -- sur-charge. Payment of the bills were witheld. They finally intimated in letter dated 27-7-1944 (copy enclosed)their - willingness to arbitration in the matter. But no definite - action was taken by them in the matter for getting the matter settled.On the contrary, they sent a letter dated 25th May 1944 (copy enclosed) alleging that the Municipality had kept the bills in arrears and that they would stop current for street-lightsng by the middle of June 1944. This was a peramptory - step on his part,that ~~the~~ he should seek recourse to such a drastic measure with a corporate body who have been showing him all curtsy and consideration but are not submitting to his fiats and dictatorial claims.This is entirely with a view to see that public money is not spent to pay unjustifiable and exhorbitant claims unless the Board felt convinced of the - justice and legality of such claims.The Licensees should have given 7 days' Notice for stopping the current as required - under Sec.24 of the Bombay Electricity Act. He did not give any such Notice. He probably thought that his letter of 25th May 1944 referred to above was itself a Notice. He abruptly stopped current from 15th June 1944. I brought the matter to the notice of the Collector of Dharwar immediately who arrang--ed a Meeting at his office on the 6th July 1944 and passed provisional orders under his No.Mun/R. of 6th July 1944 (copy enclosed)that payment on the basis of the Government letter -

-letter P.W.D.No.6041/B & E1,dated 29-9-1943 should be made in respect of bills from September 1942 to 15th June 1944 leaving certain other matters for settlement by arbitration. According to his orders a sum of Rs.6208/- was paid to the Licensee in July 1944 and he was requested under this office No.233 of 13-7-1944 to get the other matters settled by arbitration. But he did not take any such action.Subsequently a copy of letter No.6041-36-E1,dated.6th September 1944 from the Deputy Secretary to the Government of Bombay,P.W.D.,was received in this office through the District Magistrate, - Dharwar. I-t was advised in para 3 of the said letter that the Government letter No.6041/33-E1 dated 29th September - 1943 and 14th October 1943 relating to Surcharge on bills for supply of electricity were cancelled and that as regards street-lighting attention was invited to the provisions in clause 9 of the Bombay Electricity Supply(Licensed Under--takings War Costs)Order 1944 vide paragraph 2 of Government letter No.6331/36-E1 dated the 16th June 1944.The said - clause 9 of the order empowers the Provincial Government on application by a licensee to fix revised charges and condit--ions for maintenance of the street-lighting equipment et and sub-clause 2 explains that for purposes of application of a War Costs Sur-charge for and for purposes of the said orders, the licensees' charges for maintenance of street--lighting equipment shall be deemed to be charges for the supply of energy.For purposes of ready reference the said clause 9(1) and (2) is reproduced herein below:-

9. (1) The Provincial Government may from time to time on application by ~~a~~ a licensee or sanction holder fix by order revised charges and conditions in respect of the licensee's or sanction holder's maintenance of - street lighting equiptment under any contract having regard to all relevant circumstances which in the opini--on of the Provincial Government should be taken into account for the purpose.

(2)For purposes of application of a War Costs

clause 5 a licensee's or sanction holder's charges for maintenance of street lighting equipment shall be deeme to be charges for the supply of energy.

Probably due to these orders, the Licensee stopped send ing their bills for about three months.They were asked unde this office No.472 of 17th November 1944 to send the same an also send the monthly bills month to month. They ~~reminded~~ remained silent till March 1945 and sent bills for seven - months from August 1944 to February 1945(inclusive) on 17th March 1945.These bills were calculated on the basis of the Provisional orders of the Collector dated 6th July 1944 noted above. As the Government orders which formed the basis for calculation on those lines were cancelled, the Licensees were requested under this office No.97 of 29th May 1945(copy enclo -sed)to inform this office whether they have obtained orders of the Provincial Government under Clause 9 of the latest order under reference.But they paid no heed and sent their bills for May 1945 on the same old basis. They were,therefore reminded under this office No.170 of 30th June 1946,to intima -te if they had obtained necessary orders under clause 9 of t Government order dated 16th June 1944 under reference above. They replied under thier letter No.Nil dated 29th June 1945 (copy enclosed)to this office letter dated 29th May 1945 amon other things that no such order were necessary. But they were again requested to note under this office No.204 of 12th July 1945(copy enclosed)that it was these latest orders that were in force with regard to surcharge and they had to be followed and that they should apply if they had not already done so, under clause 9(1) & (2) to the Provincial Government to fix revised charges etc.,with regard to surcharge.They remained silent inspite of repeated reminders. Only recently they have forwarded along with their letter dated 11-7-1946(copy enclos a copy of your letter No.7738/36-El(1) dated 29th June 1946. The letter was placed before the General Committee held on 23-7-1946 for consideration. The Committee has resolved that the amount of Rs.18474-13-6claimed by the Licensees should be

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- 16th June 1944 the latest orders of Government have to be followed. Under Sec.9(1) of these orders, the Licensees have to apply to Government for fixing revised charges as explain-ed in detail ~~below~~ above.

(3) It is a matter of regret to note that the contention of the Municipality that the Provincial Government can fix revised charges and conditions by way of War Costs Surcharge for energy, supplied for street-lighting is held to be in-correct.

(4) Answer to point 4 has been discussed along with answer to (2) above as the point at issue is also -- included therein. Further it may please be noted that clause 9(2) of the War Costs Surcharge order dated 16th June 1944 - specifically explains that charges for maintenance of street--lighting equipment shall be deemed to be charges for the - supply of energy. I can not help submitting that your opinion to question 3 expressed in the concluding paragraphs of your letter dated 29th June 1946 that Government can revise charges and conditions only in respect of maintenance of street-light--ing equipment and not for the supply of electric energy for street lighting is at variance with the clear orders of -- Government under clause 9(2) of the said order. This has been specially quoted above. It may, therefore, please be noted that the opinions contained in your letter dated 29th June 1946 - are favourable to the Licensees as against the legally -- justificable contentions of the Municipality as explained in detail above. As a result of your orders, the Municipality has been obliged to pay Rs.4525-5-0 in excess over the amount of Rs.13949-8-6 (as per statement enclosed herewith) that is -- legally due to the Licensees in accordance with the interpret--ation of the terms of the Agreement and the subsequent orders of the District Magistrate, Dharwar and the Provincial G-overn--ment time to time in this regard. It may please be noted - that the Municipality has agreed to pay the excess sum under protest pending final orders of the Government. The whole - matter is, therefore, placed before you for re-consideration.

-paid under protest in due defference to your orders and that the whole dispute should be fully placed before you again for reconsideration as it is felt that the Licensees have not - placed all the relevant facts relating to the dispute before you. A copy of G.C.Resolution No.63 of 23-7-1946 is enclosed herewith for favour of reference.

I,therefore,appeal to you kindly to re-consider your decisions contained in your letter dated 29th June 1946 under reference in the light of the facts now placed before you relating to the points under dispute between the Municipality and the Licensees. It may please be noted that the Municipality holds the opinion as detailed below with regard to the four questions considered by you under your letter dated 29th June 1946 addressed to Messers Manvi Bros.

(1) The right of the Company to levy charges on the basis of the minimum number of hours fixed in clause 2(a) of the Agreement has been restricted under orders of the District Magistrate,Dharwar under his No.P.O.L.S.R.143 of 8-9-1942,under which the lighting period has been cut down to 12.30 mid-night. As a result of those orders for which the Municipality is not responsible, the minimum of 150 lighting hours per month could not be maintained as the lighting hours were reduced only to 100 hours per month on an average.The Municipality is not bound to pay for energy which is not consumed at all. It is ready to pay only for the energy actually consumed.This view has been endorsed by the Collector of Dharwar under his No.Mun/R.506 of 25-8-1943 (copy enclosed).

(2) The Municipality feels that the latest orders of Government under No.6331/36 dated 16-6-1944 hold good with regard to levy of surcharge.The Licensees are basing their clai on the orders dated 11th March 1943. Upto 16th June 1944 the - old orders dated 11th ~~June-1944~~ March 1943 prevailed.Even then Municipality can pay surcharge at 33⅓ per cent over the charges for electric energy actually consumed and not over monthly bill calculated on the uniform consumption of minimum hours of 150 per month as wrongfully claimed by the Licensees.From 16th June

I have consulted legal advisers and their opinion supports me in our view of the whole matter as explained above. The excess amount has been paid only in due defference to your present letter and that too only under protest. It has to be re-claimed in a Court of Law.The matter shall have to be -- submitted to a Civil Court if only your opinion would be -- contrary to the strictly legal contentions of the Municipalit I,therefore, request you once again kindly to consider the whole matter in the light of the correspondence submitted - herewith and pass necessary orders which.it is noped,would - include orders for refund of the excess amount paid to us the Licensees in accordance with your present orders.An early - favour is requested.

Your obedient servant,

President,
Ranebennur Municipality.

Enclosness.-

As per next page.

Submitted through the Collector of Dharwar.

No.Mun.S.R. 506
Dharwar,2nd October 1946.

Submitted to Government in the Public Works Department with reference to their letter P.W.D.No.7738/36-El(I) of the 29th June 1946.

Sd.V.T.Dehejia,
Collector of Dharwar.

Enclosures:-

1.Copy of Resolution No.63 of 23-7-1946.
2.Copy of No.P.O.L.S.R.143 of 8-9-1942 from D.M.,Dharwar.
3.Copy of this office No.527 of 8/9th -12-1942.
4.Copy of letter dated 4-7-1943 from the Licensees.
5.Copy of Clause 17 of the Agreement between the Municipality and the Licensees.
6.Copy of Clause No.2(a) of the Agreement between the Municipal-ity and the Licensees.
7.Copy of this office No.381 of 19-9-1942.
8.Copy of letter dated 14-9-1942 from the Licensees.
9.Copy of " " 16-9-1942 " " "
10.Copy " " " 2-10-1942 " " "
11. " " " " 4-11-1942 " " "
12.Copy of this office No.445 of 25/28-10-1942.
13. " " " " No.464 of 31-10-1942.
14.Copy of letter dated 15-6-1943 from the Licensees.
15.Copy of this office No.103 of 26/27-6-1943.
16.Copy of No.6041/36 of 11-3-1943 from the Secretary to Govt. of Bombay,P.W.D.
17.Copy of this office No.353 of 10-10-1943.
18.Copy of letter of 29-3-1944 from the Licensees.
19. " " " " 25-5-1944 "
20.Copy of No.Mun/R.506 of 6-7-1944 from the Collector of Dharwar.
21.Copy of No.6041/B.& El. of 29-9-1943 from the Secretary,P.W -D.Government of Bomba.
22.Copy of this office No.233 of 13-7-1944. Dy.
23.Copy of No.6041/36-El of 6-9-1944 from the Secre tary,P.W.D Government of Bombay.
24.Copy of Clause No.9(1) and (2) of the Governmmt order No. -6331/36 of 16-6-1944.
25.Copy of this office No.472 of 15/17-11-1944.
26. " " " " No. 97 of 29-5-1945.
27.Copy " " " No.170 of 30-6-1945.
28.Copy of letter Mmx of 29-6-1945 from the Licensees.
29.Copy of this office No.204 of 12-7-1945.
30.Copy of letter of 11-7-1946 from the Licensees.
31.Copy of No.7738/36-El(1) of 29-6-1946 from the Dy.Secretar P.W.D.,Government of Bombay.
32.Copy of Statement of the street light Account from the Licensees.
33.Statement showing the street lighting charges for actual consumption of energy at the agreed rate of 0-4-6 per unit.
34.Copy of No.Mun/R.506 of 25-8-1943,from the Collector of Dharwar.

Copy of Resolution No.63 passed in the G.C.held on 23-7-1946.

Read and considered,

Letter No.Nil dated 11-7-1946 from Messers Manvi Bros.,Electric Light and Power Suppliers,forwarding a copy of letter No.7738/36 El(1) dated 29th June 1946 from the Deputy Secretary to the Government of Bombay,P.W.D.addressed to them and also forwarding the bill for charges for street lighting amounting to Rs.18474-13-6,

Resolved,

that the bill for Rs.18474-13-6,regarding Municipal street-lighting charges,be paid under protest and that the Municipal point of view with regard to the dispute between the Municipality and Messers Manvi Bros., should be placed before Government as it appears that the representation of the Licensees placed before the Government with regard to th dispute is only one-sided.

Proposer:-Mr.C.C.Pattanshetti.

Seconder:-Mr.S.S.Patil.

Carried nem con.

" True copy ".

Chief Officer,

Ranebennur Municipality

No.P.O.L.S.R.143.
Office of the Dist.Magistrate,
Dharwar,8th Sept.,1942.

O R D E R.

In exercise of the powers conferred by clause(a) of sub-rule(2) of rule 81 of the Defence of India Rules read with G-overnment Notifi--ation,Home Department,(Political-War)No.S.D./W.3401,dated 19th - Dec.,1941 the District Magistrate,Dharwar,hereby directs that with effect from the 12th September 1942,the undermentioned Electric Companies shall not supply electrical energy to any person without the special permission of the District Magistrate,between the hours shown against each company.

S.No.	Town.	Name of the undertakings.	Hours of supply prohibited.	Remarks.
1	2	3	4	5
1.	Dharwar	The Dharwar Electric Supply Company,	Between the hours of 3 A.M. to 3 P.M.	'The motive power installations should operate only between the hours of 3 P.M. to 7 P.M.on the dark night days the supply of energ may be continued even after 3 A.M.in keeping with the street light time table of the Municipal Borough provided the supply of energy on an average shall not exceed 12½ hours a day.
2.	Hubli	The Hubli Electricity Company,Ltd.	12-30A.M. to 9 A.M. & 1 P.M. to 4 P.M.	- -
3.	Gadag	The Gadag Electric Supply.	1-30 A.M. to 7-30 P.M.	- -
4.	Haveri	The Haveri Electric Supply	-do-	
5.	Ranebennur	The Ranebennur Electric Supply	-do-	
6.	Byadgi	The Byadgi Electric Supply	-do-	

NoB.: If any undertaking is willing to run for longer hours on the rationed supply of Diesel Oil or on other oils or fuel,they should apply to Government and obtain permission.

Sd/- x.x.x.x.x.
District Magistrate,Dharwar.

Copy forwarded with compliments to:-

1.Presidents of all Municipalities (except Nargund and Navalgund) and the Administrator,Municipal Borough Hubli.

2.All the Electric Companies concerned.

Copy to all Mamlatdars and Mahal karies for information and guidance.

"True copy"
Chief Officer,
Ranebennur Municipality.

Sd/- x.x.x.x.x.x
District Magistrate,Dharwar.

Subject:-Street-lighting Agreement.

No.527 of 1942-43.
Municipal office,Ranebennur
Dated 5/9th Dec.1942.

From

S. K.Banagar,Esq.,
President,Ranebennur Municipality.

To

M/S. Manvi Brothers,
Electric Licensees,Ranebennur.

Sir,

With reference to your letter No. Nil dated 4-11-1942, I have the honour to inform you that the matter was considered in the General Committee,held on 21-11-1942 and a copy of the resolution passed in this connection is sent herewith for your information.

Since the matter of dispute has now to be referred to arbitration under condition No.17 of the Agreement you are requested to appoint an arbitrator on your behalf and intimate the same to this office in order to enable the Municipality to take necessary further action in the matter.

Your obedient servant,

Sd/-S.K.Banagar.
President,Ranebennur Municipality.

" True copy ".

Banagar
Chief Officer,
R.M.

MANVI BROTHERS
Electric Light and Power Suppliers,
Gadag-Betgeri,Byadgi,Ranebennur.

Gadag,4th July 1943.

To,

The S. K.Banagar,Esq.,
President,Ranebennur Municipality,
Ranebennur.

Sir,

Subject:Appointing Arbitrator.

With reference to your letter No.527 of 1942-43 dated 7/9th December 1942 we have the to inform you that arbitrator can not be appointed as there is no dispute between us.

We have submitted you our bills according to our agreement by which we are entitled to receive minimum charges so, we request you clear off our bills as early as possible otherwise the matter will be serious.

Yours faithfully,

For Manvi Brothers,
Sd/V.R.Bulla
Manager.

"True copy"
Chief Officer,
Ranebennur Municipality.

Copy of clause 17 of Agreement between the Ranebennur Municipality and Manvi Brothers,Gadag,Electric Light and Power Suppliers,Ranebennur.

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17. In case of a dispute between the Licensees and the Municipality the same shall be referred to the arbitration under th Indian Arbitration Act; but one arbitrator shall be appointed by each side and in case these arbitrators ~~disagree~~ dis-agree,the matter or matters of difference shall be referred to the Civil Cour as a special case under the provision of the Civil Procedure Code. Each party shall bear the expenses of its arbitrators, and the expenses referring the matter to arbitration shall be borne by eacl party equally.

" True copy ".

Chief Officer,

Ranebennur Municipality.

Copy of clause No.2(a) of the Agreement between the Ranebennur Municipality and Manvi Brothers, Electric Light and Power supliers, Ranebennur.

2(a) to alter the power of any one, many or all the street-lights in the Municipal area provided however that they never require the licensees to reduce the minimum wattage of lights below the minimum as detailed here under:-

1. 267 of 20 watts.
2. 26 of 60 "
3. 7 of 100 "

and provided also that the number of lighting hours in a year shall not be reduced below 1800.

"True copy"

Chief Officer,
Ranebennur Municipality.

No.381 of 1942-43.
Municipal office,Ranebennur.
Dated 19th Sept.,1942.

With regard to their Nos.Nil dated the 14th and 16th September 1942 signed by their Electrical Engineer,M/S.Manvi Bros.,Ranebennur are informed that as a consequence of the order No.P.O.L.S.R.143 of 8th September 1942 from the District Magistrate,Dharwar the lighting hours with regard to street-lighting in each month shall have to be curtailed so as to fit in with the maximum of 6 hours per day fixed by the said order. This would result in the total lighting hours in a year falling short of the minimum of 1800 - lighting hours per annum fixed under clause 2(a) of the Agreement entered into between the Municipality and the licensees.The Licens--ees should therefore,take note that the Municipality is not - liable to pay for the difference between the minimum of 1800 light--ing hours and the actual total of lighting hours as a result of th restriction of the lighting period.Payment for the actual lighting hours would be made and the operation of clause 2(a) of the Agree--ment so far as it relates to the maximum of 1800 lighting hours shall have to be treated as suspended until the duration of the present Order of the District Magistrate restricting the lighting hours.

Sd. S.K.Banagar.
President,
Ranebennur Municipality.

"True copy"

Chief Officer,
Ranebennur Municipality.

3647

MANVI BROTHERS,RANEBENNUR.

Dated 14th September 1942.

To

The President,
Ranebennur Municipality,Ranebennu

Sir,

With reference to the Order No.P.O.L.S.R.143 dated 8th September 1942,from the District Magistrate,Dharwar regarding the restriction of supply of electrical energy,we beg to intimate to you that we will have to stop the supply from 1-30 A.M. daily fro to day which please note.

Yours faithfully,
Sd/- x.x.x.x
Electrical Engineer,
Manvi Brothers,Ranebennur.

" True copy "
Chief Officer,
Ranebennur Municipality.

MANVI BROTHERS? RANEBENNUR

Dated 16th September 1942

To

The President,
Ranebennur Municipality,Ranebennur.

Sir,

With reference to the order of the District Magistrate, Dharwar,No.P.O.L.S.R.143 dated 8th September 1942, of which you also must have received a copy,please arrange the schedule of street-ligh-ing accordingly so that the lights may burn 145 hours per month within the prescribed time of 6 hours.

Yours faithfully,
Sd. x.x.x.x.
Electric Engineer for Manvi Bros,Ranebennur.

"True copy" Bangalore
Chief Officer,
Ranebennur Municipality.

MANVI BROTHERS,

Electric light and power suppliers.

Gadag,2nd October 1942.

To

The President,
Ranebennur Municipality,
Ranebennur.

Dear Sir,

With reference to your letter No.381 of 1942-43 dated 18th September 1942 we beg to state that the restriction of lighting hours by the Collector is beyond our control. We on our part have kept all arrangements necessary to supply the electric current as per agreement so under clause 2(a) of the agreement you have to make payments on the basis of using the lights for 1800 hours per year.The agreement is clear you can refer to a similar case reported in the Times of India on 5th September 1942.

Yours faithfully,

Sd/-. S.A.Manvi.

"True copy"

Chief Officer,
Ranebennur Municipality.

MANVI BROTHERS,
Electric Light and Power suppliers,

Gadag, 4th November 1942.

To

S.K.Banagar,Esq.,
President,Ranebennur Municipality,
Ranebennur.

Sir,

Re: Reference your letter No.445 of 27-10-42 & No.464 of 31-10-1942.

With reference to your above to our letter of 16-9-1942 we beg to state that meaning we have put on Collector Dharwar - No.P.O.L.S.R.143 of 8-9-1942 is correct; No.B. to it does ne in nc way alter meaning the said letter of the Collector of the restrict in lighting hours and the Diesel o-il Controller Bombay has made a corresponding restriction the supply of Diesel oil.Burmah-Shell oi Company has informed us about this restriction on 15-10-1942.How can we be willing to supply for more than restricted hours with th restricted supply of Diesel oil. We are enclosing herewith a copy the Burmah Sell oil company for your reference.We request you very earnestly to see that what we have said in our letter of 2nd Octot 1942 is correct and make it convenient to pay our bills of Septembe and October at an early date. We have to day received your schedule of lighting hours for the month of November.In the face of the restriction above referred to it can not be carried out beyond - 1-30 A.M.The restriction is beyond our control.So please note what we have written in our letter of 2-10-1942 holds good.

"True Copy"
Manipkon
Co.

Yours faithfully,
Sd/- S.A.Manvi.

Subject:-Street-lighting Agreement.

No.445 of 1942-43.
Municipal office,Ranebennur.
Dated 25/28th Oct 1942.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To,

M/S.Manvi Brothers,
Electric Licensees,Ranebennur.

Sir,

With reference to your letter Nos.Nil dated 16-9-1942 & 2-10-1942 and in returning herewith your street-lighting bills for the month of september 1942 dated 5-10-1942, I have the honour to state that the construction that you have put on the order of the District Magistrate,Dharwar,bearing No.P.O.L.S.R.143 dated 8th Sept.1942,is not correct.The order read with the N.B.at the foot of the same means that the District Magistrate,has only rationed the supply of Diesel Oil and has given full scope to any undertaking to run for longer hours on the rationed supply of Diesel Oil or other oils or fuel if it is willing to do so.Even though the Municipality gave you time to do the same,it appears that you are not willing and ready to take proper steps to enable you to perform you part of the contract.Since you are not willingand ready to perform your part of the contract under the Agreement,the Municipality is not liable to pay you for the minimum hours of supply either under clause2(a) or 5 . It is also pointed out that the case you quote from the Law-notes appearing the issue of the Times of India is not applicable here.

You are,therefore,requested to prepare the street-lighting bill for the last month on the actual consumption of energy in accordance with condition No.12 of the Agreement and submit the same for sanction.

Your obedient servant,
Sd/- S.K.Banagar.
President,R.M.

"True copy"

Chief Officer,
R. M.

Subject:-Schedule for street-lighting for November 1942.

No.464 of 1942-43.
Municipal office,Ranebennur.
Dated 31st Oct.,1942.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To

M/S.Manvi Bros.,
Electric Licensees,Ranebennur.

Sir,

In forwarding the Schedule for Municipal Street lighting for the month of November 1942, I invite your attention to G.C.Resolut--ion No.125 of 30-10-1942 a copy of which is also enclosed herewith. you will please note that a definite intimation had been made to you under this office No.381 of 19-9-1942 to obtain due permission of the Government and make necessary arrangements for supply of energy for street-lighting for longer hours as per Municipal Schedule befo--re the Order No.P.O.L.S.R.143 of 8-9-1942 was pa sed by the Distri--ct Magistrate,Dharwar.This is permissible as specifically enjo-ined by the District Magistrate under the N.B.below said order of the District Magistrate.Due time having given to you for making such arrangements,the lighting schedule for the month of November 1942 has again been prepared and furnished as before.You are again -- requested to make your arrangements for supplying energy as per Municipal schedule,as such a procedure is allowed bv the District Magistrate in his order under reference.

Your obedient servant,
Sd/- S.K.Banagar.
President,
Ranebennur Municipality.

"True copy"

Chief Officer,
R. M.

Copy of Resolution No.125 passed by the General Committee held on 30-10-1942. 361

125. Correspondence ending with the President's reply under this office No445 of 28-10-1942 to Messers Manvi Bros, Licensees for supply of electricity,Ranebennur read and considered;

Resolved,

that the President's reply informing the Licensees that the Municipality is not liable to pay the charges claimed in their bill dated 5-10-1942 for the probable deficit of the actual lighting hours as against the minimum of 1800 hours as guaranteed under clauses 2(a) and 5 of the Agreement between the Municipality and the Licensees be approved and

further resolved

that the Municipal schedule for street lights with effect from November 1942 onwards should be prepared and - furnished to the licensees for longer hours than 1-30 A.M. as before according to the variation of the moon-light in every month.

"True copy"

Chief Officer,
R. M.

MANVI BROTHERS,ELECTRIC LIGHT & POWER SUPPLIERS;

Gadag, 15-6-1943.

To

The District Magistrate,
Dharwar.

Sir,

Subject:-Non-payment of our bills from the Ranebennur Municipality in respect of energy supplied for street-lights.

We beg to bring to your kind notice,that we have not received the amount from the Ranebennur Municipality for the electrical energy supplied,in respect of street-lights since September 1942.We have entered into contract with the Municipality for the minimum hours of supply i.e.1800 per year. We have requested to pay amount as per bills submitted,but they have not paid as yet.

We are put to great difficulty to maintain our selves to supply current without receiving money,which is forcing us to stop supply,under un-avoidable circumsatances,. Total amount accumulates to the extent of Rs. about 3000/- up to May end 1943.

We have also expressed our willingness to receive amount under protest,whatever they agree to pay.but has not been done so.

We beg your Honour that the matter may kindly be discussed on hearing the parties complaint personally,and the order may kindly be given to pay our dues as early as possible.

Awaiting your favourable reply early,

We beg to remain,
Sir,
Your most obedient servant,
Sd.S.A.Manvi,
Sole Proprietor.

No.Mun.-506

Dharwar 29/6/43

Forwarded W.C.to the President,Ranebennur Municipality for early remarks.

Sd x.x.x.x.
For Collector of Dharwar.

"True copy"

Chief Officer,
R.M.

Subject:-Street-lighting Bills.

No. 103 of 1943-44.
Municipal office,Ranebennur.
Dated 26/27th June 1943.

From

S. K. Banagar,Esq.,
President,Ranebennur Municipality.

To

M/S. Manvi Brothers,
Electric Licensees,Ranebennur.

Sir,

With reference to your letter dated 19th June 1943, I have the honour to inform you that the Municipality is not liable to pay for the minimum hours of lighting as already explained to your under this office No.445 of 25/28-10-1942. I would also like to invite your attantion to the Resolution No.152 of 21-11-1942 passed by the -- Municipality in this connection a copy of which was sent to you under this office No.527 of 5/9th Dec.,1942.You will please note that it was resolved under the said resolution that this matter of dispute should be referred to arbitration under condition No17 of the -- Agreement and you were accordingly requested to take necessary - further steps in the matter (please vide this office No.527 of - 5/9-12-1942 and subsequent reminder No.629 of 1-2-1943).But it -- appears that you have not taken any move in this direction uptil now It is,therefore, requested that you will kindly appoint an arbitrat--or on your behalf and communicate the same to this office at an - early date in order to enable the Municipality to take necessary - further action in the matter.

Under the circumstances, it may be noted that the seven street-lighting bills wherein you have charged for the minimum hours of lighting are not admissible for payment and the bills are,there--fore,returned herewith.

The bills in question may,however,be prepared on the actual consumption of energy during each month and sent to this office for payment,or the dispute in this connection should be got decided by arbitration as claimed by the Municipality under the terms of the Agreement. It may please be noted that the Municipality is ever - ready to co-operate with you in getting the dispute decided by - arbitration at an earliest possible date. It is needless to state that it is always open to you to receive payment under protest on the actual consumption of energy till the dispute is decided by arbitration.

Your obedient servant,
Sd/- S.K.Banagar.
President,
Ranebennur Municipality.

"True copy".
Chief Officer,
R.M.

Public Works Department.

Bombay Castle, 11th March 1943.

Order.

Indian Electricity Act IX of 1910.

No.6041/36:-In exercise of the powers conferred by clause (b) of sub-rule (2) of rule 81 of the Defence of India Rules, the Government of Bombay is pleased:-

(1) To relax the present maximum rates of charges for the supply of electrical energy chargeable by a Licensee under section 3 of the Indian Electricity Act 1910, or a person supplying electrical energy, under section 28 of the said Act in accordance with the conditions of the license or sanction, as the case may be, in cases where diesel oil is used for the generation of such energy.

(2) To direct that it shall be competent to such licensee or person supplying electrical energy, in cases where diesel oi is is used for the generation of such energy, to levy a - surcharge,

(a) on the amount charged by him in connection with the ~~surcharge~~ supply of electrical energy under a special contract not exceeding 33⅓ per cent of such amount, and

(b) In any other case on the amount of the monthly bill not exceeding 33⅓ per cent of such amount calculated in accord -ance with the rates of charges for the supply of electrical energy leviable under the license or the sanction, as the case may be, on the 1st January 1943, and

(3) To direct that all charges, inclusive of the surcharg allowed under clause (2), shall be calculated to the nearest quarter of an anna.

By order of the Governor of Bombay,
Sd/- C.E.Aitken,
Secretary to Government.

"True copy"

Chief Officer,
Ranebennur Municipality.

Subject:-Surcharge on Monthly street-lighting charges.

No.353of 1943-44.
Municipal office,Ranebennur.
Dated 10th Oct.,1943.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To

M/S. Manvi Bros,
Electricity Licensees,Ranebennur.

Sir,

In continuation of this office,No.30 of 12-4-1943,I have the honour to inform you that the Agreement in force between the Municip--ality and yourself is for a period of 7 years.So long as the present Agreement is in force,you will please note that no such extra -- charges like the surcharge etc.,can be legally claimed by you from the Municipality.This is the opinion of the Board.As,however, you are including the item of surcharge in each monthly bill, the subject was considered by the General Committee held on 24-9-1943, and it has been resolved that the question of surcharge being thus a disput--ed matter, it should be referred to arbitration as provided under clause 17 of the Agreement. Mr.S.K.Hosmani,Pleader Haveri has been appointed as the Arbitrator on behalf of the Municipality.You,are therefore,requested to nominate an arbitrator on your behalf and intimate his name so that the matter under dispute may be settled by the two Arbitrators at an early date.

Your obedient servant,

SD. S.K.Banagar.
President,
Ranebennur Municipality.

"True copy"

Chief Officer,
R. M.

MANVI BROTHERS,
Electric Light & Power Suppliers.

Gadag, 29-3-1944.

To

The President,
Ranebennur Municipality,
Ranebennur.

Sir,

Subject:-Street-lighting Dues.

With reference to your letter No.646 dated 19-3-1944, we here-with beg to inform you that we have appointed Mr.C.S.Hulkoti,-B.A.LL.B.,Pleader Gadag as our Arbitrator to settle the dispute of Street- Lighting dues,as per Government letter No.6041/B & E dated 29-9-1943.Please inform your arbitrator to hold the meeting as early as possible.

"True copy".

Chief Officer.
R. M.

Yours faithfully,
For Manvi Brothers,
Sd/- V.R.Bulla.
Manager.

MANVI BROTHERS,
Electric Light & power suppliers,
Gadag.

Gadag,25-5-1944.

To,

The President,
Ranebennur Municipality.

Sir,

Subject:-Payment of street-lighting dues.

We beg to remind you to our letters dated 29-3-1944 and 24-4-1944 for which we have not yet been favoured with any reply. Our bills are lying in arrears since September 1942 which comes to rather a very big amount.We request you to pay all our bills under protest without prejudice to our claim of charges for minimum hours and surcharge.

To settle the question in dispute we have now mutually agreed to refer the matter to arbitration, so pending the settlement of disputes by arbitration, may I request you to pay all our bills without further delay.We are at a loss to know why the matters are delayed. It shows that you are purposely delaying,though we request-ed you many times to pay our dues.

We are obliged to give you notice under section 24 of I.E.Act 1910 for stoping the current for street-lights by the middle of June 1944,which please note.

Yours faithfully,
V.R.Bulla.
Manager.

"True copy".

Chief Officer,
R. M.

Proceedings of the meeting held in the Collector's office for the settlement of the dispute between the Ranebennur Municipality and Manvi Bros.,regarding the payment of electricity charges.

No.Mun/R.506
6th July 1944.

Present:-

1.The Collector of Dharwar.
2.Mr.S.K.Banagar,President,Ranebennur Municipality.
3.Mr.S.G.Manvi Harihar,Sanitary Inspector,Ranebennur Municipality
4.Mr.S.A.Manvi,Proprietor,Manvi Bros.
5.Mr.Bulla Manager,Manvi Bros.

The parties arrived at the following provisional agreement:-

1.The bills from Sept.1942 to 15th June 1944 should be prepared on the basis of the Government letter,P.W.D.No.6040/B.& El.dated 29-9-43.The Municipality will pay for items (a) and (b) in para (3) of the Govt.Letter referred to above and for item(c) the Municipality will pay provisionally Rs.25/- per month pending final decision.As soon as the payment is made, the Company will start the lights.

2.The following questions viz:-

(i)Amount to be charged for item(c) i.e.actual amount for replacement of bulbs,

(ii)The basis on which the bills from Sept.1942 to 11th March 1943 should be prepared, would be settled by arbitrators.

This agreement does not commit the parties in any way.

Sd/- x.x.x.x.
Collector of Dharwar.

The President,Ranebennur
Municipality W.C.S. & Manvi Bros with W.Cs.

" True copy"

Chief Officer,
R.M.

No.6041/B & El. Public Works Department.
Bombay Castle, 29th September 1943.

From

The Deputy Secretary to the Government of Bombay,
Public Works Department.

To

All the Licensees and sanction Holders generating energy by means of diesel oil.

Subject:-SURCHARGE.

Dear Sir/Sirs,

I am to refer to this Government letter No.6041/36 -El, dated the 9th April 1943 and make the following observations in regard to Government Order No.6041/36 dated the 11th March 1943 as amended by Government order of the same number and dated the 1st April 1943 for your information and guidance:-

(1) The Order has been issued to compensate licensees for the general increase in the cost of production of electric energy and chiefly for the increased cost of diesel oil owing to conditions arising out of war. It does not Order an increase of 33⅓% on the tariff rates as is assumed by some licensees, and it merely authorises them to levy a charge upto the maximum limit of 33⅓%. It is open to them to levy a surcharge at a lower percentage and will normally be advisable for those licensees, whose financial position eneables them to do so, to levy a lower rate in the mutual interest of them -selves and the consumers.

(2) There may be cases of special contracts which already admit of progressive increase in the rates for energy based on increases in the cost of fuel oil or other items of production and where rates for energy were increased accordingly prior to the issue of the Order. There may still be other cases where the contracts may them--selves have been revised thus introducing increased rates for energy after taking into consideration the increased in the cost of diesel oil, etc., prior to the issue of the Order. In all such cases it is necessary that the rate of surcharge permissible under the order should be fixed after taking into consideration the increase already made in the rates for energy. It is, therefore, advisable that all cases of surcharges on special contracts; should be settled in each case by lincesees mutually with contracting parties, failing which arbitration may be resorted to.

(3) The question regarding payment of charges where electrical energy is supplied for street lighting to local authorities under special contracts and where such authorities are unable to consume the minimum quantity of energy, in accordance with the terms of such contracts, owing to restrictions imposed on the supply of electrical energy, under the Defence of India Rules, was referred to the Committee appointed to advise Government on details arising from the control of the supply of electricity, due to the rationing of diesel oil. The Committee has recommended that charges in such cases should be made on the following basis:-

(a) Maintenance and depreciation, exclusive of bulbs.	Rs.1-12-0 per quarter per lamp on the number of lamps installed and existing on the 1st May 1942 whether the lamps are burning or not.
(b) Supply of electrical energy,	Rs.0-2-0 per unit.
(c) Bulb replacements	At actual cost.

The licensees are advised to decide such question mutually with the local authorities or by arbitration on the basis of the Committee's above recommendation.

(4) The order permits the levy of surcharge on the minimum or standing charge for the electrical energy which is included in the amount of a monthly bill calculated in accordance with the rates for the supply of energy leviable under the License.

Yours faithfully,
C.G.Kale,
Dy.Secretary to the Government of Bombay, Public Works Department.

"True copy"
Chief Officer,
R.M.

Copy.

Subject:-Street-lighting charges.

No.233 of 1944-45.
Municipal office,Ranebennur.
Dated 13th July 1944.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To

Messers Manvi Bros.,
Electric Licensees,Ranebennur.

Sir,

With reference to your letter dated 11-7-1944 regarding payment of street-lighting charges, I have the honour to inform you that the amount of Rs.6208/- being the street-lighting charges from September 1942 to 15th June 1944,calculated in accordance with the District Magistrate,Dharwar's No.Mun/506 dated 6-7-1944, has been offered by cheque No.1601 of 13-7-1944 under protest and subject to the decision to be arrived at by the arbitrators, to whom the matter of dispute has already been referred.

The lighting work may please be started from tomarrow, so that you will be entitled to claim the maintenance charges from 14-7-1944.

Your obedient servant,
Sd/-S.K.Banagar.
President,
Ranebennur Municipality.

"true copy".

Chief Officer,
R. M.

Copy of the letter No.6041-36-E1 dated 6th September 1944 from the Deputy Secretary to the Government of Bombay,P.W.D.to all the Licens-ees and sanction holders generating energy by means of diesel oil.

Subject:-War Costs Surcharge. 381

" I am to refer to this Govt.letters No.6041/36-E1,dated the 29th September 1943 and 14th October 1943 and to state that they should be treated as cancelled.

2. In pursuance of the provision of clause 7 of the Bombay Electri-city Supply(Licensed Undertaings' War Costs) order,1944,the orders issued in Government Notification No.6041/36,dated 11th March 1943 (referred to in the above mentioned letter)dated the 29th September 1943) have been cancelled with effect from 15th August 1944, vide Government order No.6331/36,dated the 15th August 1944, enclosed with this Government letter No.6331/36-E1,dated the 15th August 1944 to your address.

3. As regards Street-lighting your attention has already been drawn to the provisions in clause 9 of the Bombay Electricity Supply-(Licensed Undertakings' War Costs) order, 1944 -vide paragraph 2 of Government letter No.6331/36-E1,dated the16th June 1944".

Copy for information to the Collectors of the Districts to Communicate to the local authorities concerned the cancellation of Government letters,to bring to their notice the provisions in clause 9 of the Bombay Electricity Supply (Licensed Undertakings' War Costs order,1944.

No.E.L.C.867.
Dharwar,30th September 1944.

Copy together with a copy of the Bombay Electricity Supply(Licensed Undertakings' War Costs) order,1944,f.w.c, to the Presidents ofDwr. Gadag,Ranebennur and Haveri Municipalities,for information.

Sd/- x.x.x.x.x
For District Magistrate,Dharwar.

"True copy"
Chief Officer,
R. M.

Copy of clause No.9(1) and (2) of the Government Order No.6331/36 dated 16th June 1944.

387

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9. (1) The Provincial Government may from time to time on application by a licensee or sanction holder fix by order revised charges and conditions in respect of the licensee's or sanction holder's maintenance of street lighting equipment under any contract, having regard to all relevant circumstances, which in the opinion of the Provincial Government should be taken into account for the purpose.

(2) For purposes of application of a War Costs Surcharge and for the purpose of this order including clause 5 a licensee's or sanction holder's charges for maintenanee of street lighting equipment shall be deemed to be charges for the supply of energy.

"True copy"

Chief Officer,
R.M.

Subject:-Street lighting bills.

No.472 of 1944-45.
Municipal office,Ranebennur.
Dated 15/17th Nov.,1944.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To,

Messers Manvi Brothers,
Electric Licensees,Ranebennur.

Sir,

I have the honour to inform you that your bills in respect of the Municipal street lighting for the last three months(from August to october) still remain un-claimed.I,therefore, request you to arrange to send the bills in question at an early date. It is further requested that the street lighting bills should be sent regularly every month hereafter.

Your obedient servant,
Sd/- S.K.Banagar.
President,
Ranebennur Municipality.

"True copy".

Chief Officer,
R.M.

Subject:-Ranebennur Municipal Street lighting Bills.

No.97 of 1945-46.
Municipal office, Ranebennur.
Dated 29th May 1945.

From
S.K.Banagar, Esq.,
President, Ranebennur Municipality.

To
Messers Manvi Bros.,
Electric Light & Power Suppliers,
Ranebennur.

Sir,

With reference to the seven street lighting bills dated 1st March 1945 for the months of August, September, October, November December 1944 and January and February 1945 forwarded by you, I have the honour to inform you that the General Committee held on 31-3-1945 has resolved that a sum of Rs.2100/- out of your claim of Rs.2346/- for the seven months under reference should be paid as advance under protest pending final settlement of a doubtful point by the Collector of Dharwar who is being referred to.

Meanwhile, I may invite your attention to the fact that the basis of your calculation of the charges for has been temporarily fixed by the Collector of Dharwar under his No.Mun/R.506 of 6-7-~~194~~-1944 pending final settlement of the dispute between you and the Municipality regarding your claim of surcharge at 33⅓ % over the monthly bills in accordance with Government order No.6041/36 dated 11th March 1943. On the basis of a special contract for a period of 7 years, the Municipality disputed your claim for surcharge even inspite of the said Government order. I may inform you in this connection that the Nadiad Municipality filed a suit against the Electricity Licensees of Nadiad in the matter of this levy of surcharge and that the district Court of Nadiad has held the Government orders regarding surcharge as Ultra vires. This was also our view. Hence there was a bonafide dispute and I requested you under this office No.108 of 26/27th January 1943 for settlement of the matter by arbitration, as per clause 17 of the Agreement between you and the Municipality. You intimated that you had appointed Mr.T.V.Koti B.A.LL.B., Pleader of Gadag as Arbitrator on your behalf. The Board had appointed Mr.S.K.Hosmani, B.A.LL.B., as Arbitrator on behalf of the Municipality. I requested you more than once to take an early move for settlement of the dispute. Subsequently you did not wait for the Arbitration and abruptly stopped energy for street lighting from the 15th June 1944. The matter was immediately brought to the notice of the Collector of Dharwar who arranged a meeting in his presence on 6th July 1944 in his office and brought about a provisional agreement for calculation of the monthly bills pending settlement of the existing dispute by the arbitration. He communicated this provisional agreement to you under this No.Mun.R.506 of 6th July 1944. According to the said provisional agreement you accepted Rs.6208/- under protest for payment of the bills then due up to 15th June 1944. Subsequently you were paid on the basis of the provisional order for the month of July 1944 also. You did not send the bill for Agust 1944 and onwards though I requested you under this office 472 of 15/17th Nov.1944. You finally sent the seven bills all dated 1st March 1945. Mean while, a circular letter from the Collector of Dharwar under his No.E.L.C.867 of 30th September 1944 forwarding a copy of letter No.6041/36 El dated 6th September 1944 from the Deputy Secretary to the Government of Bombay, P.W.D. to all the Licensees was received in this office. This letter mentioned, among other things that the orders issued in Government Notification No.6041/36 dated 11th March 1943 regarding surcharge at 33⅓ % were cancelled. It further mentions in para 3 that your attention has already been invited to the provisions in clause 9 of the Electricity Supply (Licensed Undertakings War Costs) order 1944. Under the said order, it is mentioned that the provincial Government may on application from the Licensees, fix revised charges. You have not informed the Municipality till now if you have received such order of Provincial Governement fixing revised charges. You have only proceeded to calculate the bill on the Collector's provisional arrangement date 6th July 1944. But these charges do not hold good by reason of the cancellation of the Government order dated 11th March 1943 regarding levy of surcharge, by Government order No.6041-36 El, dated 6th September 1944 addressed to you by the Deputy Secretary to the Govt

At the time of our personal discussion of the matters, you showed me the Govt.Order No.6331/36 dated 29th Jan 1945 passed under su-clause 4 of the Bombay Electricity Supply (Licensed Undertaking--s' War Costs) order 1944 which fixes the War-Cost surcharge at 33⅓% But it appears that this order relates to cases which are not --- covered by special contracts.You will further please note in this connection that clause No9 of the said order provides for fixing revised charges for street lighting by the Provincial Government on an application from the licensees and your attention has already been drawn to the provisions of the same in para 3 of the latter No.6041-36-El,dated 6th Sept.1944 of the Deputy Secretary to the Government of Bombay,P.W.D. I,therefore, request you to inform the Municipality whether an application as required by clause 9 was - made by you to the Provincial Government and if so a copy of the order by the Government thereon may please be sent to this office.

I also request you kindly to send copies of the following Government orders and letters for the information of the Municipal--ity.

1. Government order No.6331/36 dated 15th Aug.1944.
2. Government letter No.6331/36-El dated 15th Aug.1944
3. Government letter No.6331/36 El dated 16th June 1944.

Early compliance is requested to enable the Municipality to take further action for the early settlement of the question.

Your obedient servant,

Sd/- S.K.Banagar.
President,
Kanepennur Municipality.

"True copy"

Chief Officer,
R.M.

Subject:-Street lighting charges.

No. 170 of 1945-46.
Municipal office,Ranebennur.
Dated 30th June 1945.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To,

Messers Manvi Bros.,
Electric Licensees,Ranebennur.

Sir,

With reference to your street lighting bill for the month of May 1945,dated 5-6-1945, I have the honour to invite your attention to his office No.97 of 27-5-1945 and request you kindly to inform the Municipality whether the orders of the Provincial Govt., in this respect under clause 9 of the Bombay Electricity supply (Licensedx undertakings' War Costs) order 1944 have been obtained and if so a copy of the order may please be sent to this office, along with the other information called for in the above letter.

The matter may please be expedited so that the question of payment may be decided early.

Your obedient servant,
Sd/- S.K.Banagar.
President,
Ranebennur Municipality.

"True copy"

Chief Officer,

MANVI BROTHERS,
Electric Light and Power Suppliers,
Gadag.
dated 29th June 1945.

To

the President,
Ranebennur Municipality.

Sir,

Subject:-Dispute re: charges for Ranebennur Street lighting

We are in receipt of your letter No.97 of 29th May 1945 and have to reply you as under:-

At the outset we like to draw your attention to the provis-ions of Bombay Act.No.XIII of 1945 published in the Bombay Govern-ment Gazette part IV dated 12-5-1945 which validdates the surcharge imposed by the Government in their notification No.6041/36 dated 11-3-1943 and the contention raised in para 2 of your letter does not hold good.Our right to levy surcharge at 33⅓ in accordance with the above order is therefore confirmed and your agreement that the said surcharge is not applicable to the street lighting contract between us has absolutely no force.Further the clause (17) of the Agreement referes to disputes arising out the terms of the Agree-ment,to which only its scope is limited & thus the dispute regard-ing surcharge which is sanctioned by Government under the Defence of India Rules,cannot come within the scope of that clause.We are however ready to abide by the decision of arbitration as we realise that it is suicidal to estrange the relations with the Municipality which is a public body having aims at safeguarding the interest of the general public.

As regards the provisions of clause 9 of the Bombay Electricity Supply(Licensed Undertakings' War Cost) order to which you refer in para 3 of your letter,we are of opinion that under that clause the Provincial Government has power to raise only the charges of maintenance of street lighting equipment apart from the charges for energy consumed. You will observe from the terms of our Agreement that the maintenance charges are to be borne by us exclus-vely,only charging a rate of As.4½ per unit based on the No. of lights & hours of lighting prescribed in clause (2)(a) of the - Agreement.Thus the question of referring the matter to Govt. under clause 9 of the Bombay Electricity Supply(Licensed Undertakings' War Costs) order 1944,does not arise. In the circumstances above referred to you are requested to reconsider the matter and let me know the action you propose to take at an early date.

Copies of Govt.order No.6331/36 dated 15-8-1944 and Govt.letter of the same No. and date are enclosed for your inform-tion.

Thanking you.

Yours faithfully,
For Manvi Brothers,
Sd/-V.R.Bulla.
Manager.

"True copy"

Chief Officer.
R. M.

Subject:-Street lighting charges.

No.204 of 1945-46.
Municipal office,Ranebennur.
Dated 12th July 1946.

From

S.K.Banagar,Esq.,
President,Ranebennur Municipality.

To

Messers Manvi Bros.,
Electric Licensees,Ranebennur.

Sir,

With reference to your letter dated 29th June 1945, sent per registered post, I have to invite your attention to the Collect -or of Dharwar's letter No.Mun/R.605 of 3rd July 1945 addressed to you directly. You will please note that the Collector also has advised you to obtain the orders of the Provincial Government as required under clause 9(1) and (2) of the Bombay Electricity Supply (Licensed Undertakings' War costs) order 1944 of 16th June 1944. It is under these orders that the levy of surcharge is regulated.The orders that you now quote in your present letter as empowering you to claim surcharge at 33⅓% do not apply to charges for street-light -ing.You further say in para 2 of your letter that clause 9 of the Bombay Electricity supply order 1944 does not arise on the ground that it holds good only to the charges of maintenance of street-light -ing equipment apart from the charges for energy consumed. I reques you kindly to read clause 9(1) and (2) of the said order over again and realise that under sub-clause (2),charges for the supply of - energy are included.It is as clear as day-light that surcharges for street-lights have to be fixed by the Provincial Government on application by the Licensee under clause 9(1) and (2) of the order under reference. I have not objected to surcharge as such.But I hav only drawn your attention under this office No.97 of 29th May 1945 to state if you have obtained orders for the same as per clause - 9(1) and (2). If not the same may please be obtained and surcharge on the street-lighting bills claimed accordingly.

It may further please be noted that you have not been able to supply energy till dawn at present.Still you are claiming charges on the basis of minimum hours which is clearly in admissibl as pointed out by the Collector in his letter referred to above. Under the circumstances,it seems necessary for you to apply to the Provincial Govt., to fix revised charges for street-lighting explai -ing therein your present position fully.The whole matter with its present complications of minimum hours of supply etc.,may therefore please be submitted to the Govt., and their orders obtained in the matter at an early date.

Even as regards the charges for the office building lights you may please note that the Collector has advised you not to treat the Municipality as a retail consumer and claim minimum monthly - charges, as this would contravene clause 8 of the Agreement between you and the Municipality. It is more than a month since the office building has been cut off from supply of energy.Such attitude on your part is most objectionable, to say the least.There are better and honourable ways of getting any dispute settled to mutual - advantage and convenience.This is a second instance ofstopping ene- -rgy so peremptorily on your part without waiting for recourse to more agreeable ways of mutual agreement. Please see if the supply of energy for building lights is resumed pending settlement of the bills by arbitration as advised by the Collector also.

In fine, I request you once again to realise that the Municipality is ever ready and willing to pay the bills both for street lighting and the buildings lights provided you convince the Municipality that they are admissible under orders of the Governmen and can be legally claimed.So far as we see, the law is against you as also advised by the Collector.It now lies with you to take the necessary move in the right direction and claim only legally admiss -ible charges.

Your obedient servant,
Sd/- S.K.Banagar,Presid
Ranebennur Municipality(n

"True copy"
Chief Officer,
R. M.

Subject:-Ranebennur Municipality and Manvi Bros.,Electric Supplies.

No.Mun.R.506. Dharwar,25th August 1943.

To

The Manager,
Manvi Bros.,Electric Supplies,Gadag.

With reference to your letters dated 15.6.43 and 22-7-43, I have the honour to state that your presumption that the Municipality has bound itself to pay on the basis of the minimum hours of supply for street lighting irrespective of whether the energy has been supplied for the numbers of hours or not, is apparently not correct Clause 2(a) of the Agreement lays down that the number of lighting hours in a year shall not be reduced below 1800.From the papers it is seen that the Municipality is quite willing to consume the energy for the minimum number of hours agreed and your company expressed inability in view of the embargo laid by the District under the orders of Government. In the circumstances, you cannot insist upon payment of any deficit,in the cost of energy for the minimum hours fixed because the inability of the Municipality to consume energy for the guaranteed minimum hours is not due its unwillingness or refusal, but mainly due to your inability to supply energy to that extent in view of the embargo referred to above.Hence the monthly minimum charge should be adjusted in proportion to the hours of supply and the energy supplied.The agreement in respect of payment of minimum charges should be modified and reduced to the present hours of supply with effect from date on which the embargo was given effect.The bills may be corrected accordingly and the proper dues claimed from the Municipality.
O.C.Signed by Collr.

Sd. x.x.x.x.
For Collector of Dharwar.

Copy W.Cs.to the President,Ranebennur Municipality.

"True copy

Chief Officer,
R. M.

Sd/- x.x.x.x
For Collector of Dharwar.

Electric Light and Power Suppliers, Gadag.

Gadag, 11-7-1946.

To

The President,
Ranebennur Municipality

Subject:-Dispute between the Ranebennur Municipality and the Company regarding payment of charges for street lighting etc.

Sir,

We herewith beg to enclose a true copy of the Government letter received under No.7738/36-El(1) dated 29th June 1946 in respect of Minimum charges and surcharges to be levied.

We further enclose the statement of account for the amount to be received from you in respect of street lighting and Building lights which total comes to Rs.10103-1-4. Please arrange to pay the amount at an early date.

Awaiting your kind early reply.

Yours faithfully,
For Manvi Bros.,
Sd/-V.R.Bulla.
Manager.

Copy forwarded to the District Magistrate, Dharwar for information

"True copy"

Ganglur
hief Officer,
R. M.

MANVI BORTHERS,
Electric Light and Power Suppliers,Gadag.

Gadag,11-7-1946.

To

The President,
Ranebennur Municipality.

Subject:-Dispute between the Ranebennur Municipality and the Company regarding payment of charges for street lighting etc.

Sir,

We herewith beg to enclose a true copy of the Government letter received under No.7738/36-El(1) dated 29th June 1946 in respect of Minimum charges and surcharges to be levied.

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Awaiting your kind early reply.

Yours faithfully,
For Manvi Bros.,
Sd/-V.R.Bulla.
Manager.

Copy forwarded to the District Magistrate,Dharwar for informa

"True oopy".

Chief Officer,
R. M.

No.7738/36-El.(I)

Public Works Department,
Bombay Castle, 29th June 1946.

From

The Deputy Secretary to the Government of Bombay,
Public Works Department.

To

S.A.Manvi, Esquire,
Licensee, The Ranebennur Electric License, 1937,
Gadag. (District Dharwar)

Subject:-Dispute between the Ranebennur Municipality and the Company regarding payment of charges for street lighting, etc.

Dear Sir,

I am to refer to the following four points raised in your letter, dated the 6th December 1945, on the subject mentioned above and to observe as in paragraph 2 below:-

(1) Whether the right of the Company to levy charges on the basis of the minimum number of hours fixed in clause 2(a) of the agreement with the Municipality is in order;

(2) Whether the right of the Company to levy surcharge at 33⅓% in accordance with Government order No.6041/36, dated the 11th March 1943. in the case of street lighting, is in order;

(3) Whether the contention of the Municipality that the rates embodied in the agreement for street lighting can be revised by Government under clause 9 of the War Costs Order, 1944; is correct;

(4) Whether the War Costs Surcharge can be levied on the energy charges for the street lighting calculated on the basis of the minimum number of hours.

2. The replies to points 1, 2 and 4 above are in the affirmative With reference to points 3, I am to inform you that under clause 9(1) of the Bombay Electricity supply (Licensed Undertakings' War Costs) order 1944, Government can revise charges and conditions only in respect of maintenance of street lighting equipment and not for the supply of electric energy for street lighting.

Yours faithfully,
Sd.D.N.Daruwala
For Deputy Secretary to the Government
of Bombay, Public Works
Department.

" True copy"

Chief Officer,

Ranebennur Details of the Street light Account

Month	Minimum Units.	Amount.	Surcharge	Total amount
		From September 1942 to March 1943.		
1942				
September	1137	Rs.319-12-6	- - -	Rs.319-12-6
October	1137	Rs.319-12-6	- - -	Rs.319-12-6
November	1137	Rs.319-12-6	- - -	Rs.319-12-6
December	1137	Rs.319-12-6	- - -	Rs.319-12-6
1943 Jan.	1137	Rs.319-12-6	- - -	Rs.319-12-6
February	1137	Rs.319-12-6	- - -	Rs.319-12-6
March	1137	Rs.319-12-6	- - -	Rs.319-12-6
		Rs.2238-7-6		Rs.2238-7-6
		From April 1943 to March 1944.		
1943	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
April				
May	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
June	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
July	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
August	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
September	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
October	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
November	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
December	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
1944 Jan.	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
February	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
March	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
		Rs.3837-6-0	Rs.1279-2-0	Rs.5116- 8-0
		From April 1944 to March 1945.		
1944	1137			
April		Rs.319-12-6	Rs.106-9-6	Rs.426-6-6
May	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-6
June	568	Rs.159-14-3	Rs.53-4-9	Rs.213-3-0
July	660	Rs.185-10-10	Rs. 61-14-3	Rs.247-9-1
August	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
September	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
October	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
November	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
December	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
1945 Jan.	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
February	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
March	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
		Rs. 3543- 6-1	Rs.1181-2-0	Rs. 4724-8-1
		From April 1945 to March 1946.		
1945				
April	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
May	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
June	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
July	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
August	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
September	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
October	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
November	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
1945 December	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
1946 Jan.	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
February	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
March	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
		Rs.3837- 6-0	Rs.1279-2-0	Rs.5116-8-0
		From April 1946 to June 1946.		
1946				
April	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
May	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
June	1137	Rs.319-12-6	Rs.106-9-6	Rs.426-6-0
~~July~~		Rs. 959- 5-6	Rs.319-12-6	Rs.1279-2-0

C.O.

Details of the Ranebennur Street light Account total.

From September	1942	to March 1943	Rs.2238-7-6
From April	1943	to March 1944	Rs.5116-8-0
From April	1944	to March 1945	Rs.4724-8-1
From April	1945	to March 1946	Rs. 5116-8-0
From April	1946	to June 1946	Rs.1279-2-0
		Grand Total	Rs.18475-1-7

The following amount has been received from the Municipality Ranebennur:-

On 14-7-1944	Rs.6208-0-0
On 5-9-1944	Rs. 192-3-6
On 31-3-1945	Rs.2100-0-0
	Rs.8500-3-6.

Grand Total bill is Rs.18475-1-7

Received part of bill Rs.8500-3-6

Total due Amount Rs. 9974-14-1

E.& O.E.

Therefore kindly pay the amount Rupees Nine Thousand nine hundred and seventy four annas fourteen and pie one only.

"True copy"

Chief Officer,
M. M.

Yours faithfully,
For Manvi Bros.,
Sd/-V.R.Bulla, Manager.

Street lighting charges for actual consumption of energy at the agreed rate of 0-4-6 per unit.

From September 1942 to June 1946.

Month		Units of energy consumed.	Amount.	Surcharge.	
September	42.	1077	Rs.302-14-6		
October	"	850	Rs.239- 1-0		
November	"	933	Rs.262- 6-6		
December	"	858	Rs.241- 5-0		
Jan.,	43	753	Rs.211-12-6		
February	"	555	Rs.156- 1-6		
March	"	707	Rs.198-13-6		
		5733	Rs.1612- 6-6		Rs.1612-6-6
April	43	597	Rs.167-14-6	Rs.55-15-6	
May	"	789	Rs.221-14-6	Rs.73-15-6	
June	"	595	Rs.167- 5-6	Rs.55-12-6	
July	"	722	Rs.203- 1-0	Rs.67-11-0	
August	"	689	Rs.193-12-6	Rs.64-9-6	
September	"	694	Rs.195- 3-0	Rs.65-1-0	
October	"	927	Rs.260-11-6	Rs.86-14-6	
November	"	801-	Rs.225- 4-6	Rs.75-1-6	
December	"	802	Rs.225- 9-0	Rs.75-3-0	
Jan.,	44	738	Rs.207- 9-0	Rs.69-3-0	
February	"	653	Rs.183-10-6	Rs.61-3-6	
March	"	689	Rs.193-12-6	Rs.64-9-6	
		8696	Rs.2445-12-0	Rs.815-4-0	Rs.3261-0-0
April	44	614	Rs.172-11-0	Rs. 57-9-0	
May	"	627	Rs.176- 5-6	Rs. 58-12-6	
June	"	196	Rs. 55- 2-0	Rs. 18-6-0	
July	"	625	Rs.175-12-6	Rs. 58-9-6	
August	"	1141	Rs.320-14-6	Rs.106-15-6	
September	"	1120	Rs.315- 0-0	Rs.105-0-0	
October	"	1133	Rs.318-10-6	Rs.106-3-6	
November	44	1114	Rs.313- 5-0	Rs.104-7-0	
December	"	1068	Rs.300- 6-0	Rs.100-2-0	
Jan.,	45	1095	Rs.307-15-6	Rs.102-10-6	
February	"	1093	Rs.307- 6-6	Rs.102-7-6	
March	"	802	Rs.225- 9-0	Rs. 75-3-0	
		10628	Rs.2989- 2-0	Rs. 996-6-0	Rs.3985-8-0
April	45	804	Rs.226-2-0	Rs.75-6-0	
May	"	748	Rs.210-6-0	Rs.70-2-0	
June	"	1000	Rs.281-4-0	Rs.93-12-0	
July	"	989	Rs.278-2-6-	Rs.92-11-6	
August	"	955	Rs.268-9-6	Rs.89-8-6	
September	"	792	Rs.222-12-0	Rs.74-4-0	
October	"	926	Rs.260-7-0	Rs.86-13-0	
November	"	1030	Rs.289-11-0	Rs.96-9-0	
December	"	841	Rs.236- 8-6	Rs.78-13-6	
Jan.,	46	1376	Rs.387-0-0	Rs.129-0-0	
February	"	735	Rs.206-11-6	Rs.68--14-6	
March	"	831	Rs.233-11-6	Rs.77-14-6	
		11027	Rs.3101-5-6	Rs.1033-12-6	Rs.4135-2-0
April	46	850	Rs.239-1-0	Rs.79-11-0	
May	"	861	Rs.242-2-6	Rs.80-11-6	
June	"	837	Rs.235-6-6	Rs.78-7-6	
		2548	Rs.716-10-0	Rs.238-14-0	Rs.955-8-0

Grand Total:-

1942-43	(7 Months)	Rs.1612-6-6
1943-44		Rs.3261-0-0
1944-45		Rs.3985-8-0
1945-46		Rs.4135-2-0
1946-47	(3 months)	Rs. 955-8-0
		Rs.13949-8-6

Amount as per licensees' present claim Rs.18474-13-6
Amount as per above statement Rs.13949- 8-6
Excess to be paid by the Municipality . . . . Rs. 4525-5-0

Copy of Resolution No.125 passed by the General Committee held on 30-10-1942.

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125. Correspondence ending with the President's reply under this office No445 of 28-10-1942 to Messers Manvi Bros, Licensees for supply of electricity,Ranebennur read and considered;

Resolved,

that the President's reply informing the License-es that the Municipality is not liable to pay the charges claimed in their bill dated 5-10-1942 for the probable deficit of the actual lighting hours as against the minimum of 1800 hours as guaranteed under clauses 2(a) and 5 of the Agreement between the Municipality and the Licensees be approved and

further resolved

that the Municipal schedule for street lights with effect from November 1942 onwards should be prepared and furnished to the licensees for longer hours than 1-30 A.M. as before according to the variation of the moon-light in every month.

"True copy"

Chief Officer,
R M